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The Solicitors' Journal

VOL. LXXVI. **Saturday, October 15, 1932.** No. 42

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Current Topics.

Sir Herbert Nield.

LIKE others who have achieved a definite position in public life, The Right Hon. Sir HERBERT NIELD, K.C., whose death at his home at Hampstead from acute bronchitis took place on Tuesday, had been a member of each branch of the legal profession. He was admitted a solicitor in 1885, but was called to the Bar by the Inner Temple ten years later. He took silk in 1913 and was appointed Recorder of York in 1917. Sir HERBERT was a prominent figure in local administration. He was a Middlesex County Councillor from 1895 and an alderman from 1906. On the Lee Conservancy Board, of which he was chairman in 1930, he was member for Middlesex. But it is as Member of Parliament for Ealing Division since 1906, and for the borough since 1918 until the last election, when he retired, that he is better known to the wider public. His typically English temper of mind and his transparent sincerity won him the respect and liking of those who in the political field differed most widely from him. He viewed with strong dislike the bureaucratic tendencies of the age and was a fervent upholder of the liberties of the subject. His principles were reflected in the manner in which he would inculcate them. Direct, vigorous, trenchant, his speeches were probably more effective outside the House than within it. Justice cannot be done here to all Sir HERBERT'S activities, but his interest in working men's clubs should be recorded, as also should his chairmanship of the governing body of the Association of Conservative Clubs. Had he lived until 20th October he would have attained his seventieth birthday.

Sunday Entertainments.

THE *status quo* position with regard to Sunday entertainments has now been fully legalised by the repeal as from 30th September, 1932, of the Sunday Performances (Temporary Regulation) Act, 1931, under s. 6 (2) of the Sunday Entertainments Act, 1932. Thus complete and unequivocal operation is given to the Sunday Entertainments Act, 1932, which was the subject of such acute controversy both in the Press and in Parliament before its passing on 13th July, 1932. Section 1 permits licensing authorities under the Cinematograph Act, 1909, to exercise an option in permitting places licensed for cinema entertainments to open on Sunday for such purposes, subject to proper conditions being imposed. Among those conditions must be one for securing one day of rest in every seven for persons employed in such places and one for securing that a prescribed percentage, not exceeding 5 per cent. of the profits arising from such Sunday entertainments, shall go to a Cinematograph Fund constituted under the Act, and another portion to objects specified as charitable by the licensing authority. Authorities are also empowered to grant licences for holding musical entertainments on Sundays. The Act extends to every area in which places were opened on Sundays for the purpose of cinematograph entertainments within the twelve months ending on 6th October, 1931, in pursuance of arrangements with the licensing authorities, and also to any borough or county district to which it may be extended by an order laid before Parliament in accordance with the provisions of the schedule and approved by a resolution passed by each House of Parliament. The Cinematograph Fund, which is to be under the control of the Privy Council, is to be applied, not "for purposes not yet defined" as was stated in an evening newspaper, but for "the purpose of encouraging the use and development of the cinematograph as a means of entertainment and instruction." The Act also modifies the Sunday Observance Acts, 1625 to 1780, by providing that no offences shall be committed by undertaking, assisting in or advertising Sunday cinematograph performances, Sunday musical entertainments, Sunday lectures and debates and the Sunday opening of museums, picture galleries, zoological or botanical gardens, or aquariums. The long and bitter quarrel on the subject seems to be now ended for the time being as far as Parliament is concerned, but it may be only beginning in the borough and county districts which seek orders to extend the Act to their areas. The unsettled state of affairs is more particularly marked by the recent Home Office circular to local authorities suggesting that licences shall not be granted for longer than three months. There can be little doubt that the present quiescence of public controversy on the subject is a mere lull in a storm which will in the not very distant future burst again in all its fury.

The Essentials of a Notice to Quit.

No lawyer will find fault with the ruling of the judge at Aylesbury County Court that a notice to quit given by throwing a rock at the tenant was ineffective as regards determining the tenancy. It might be urged that "the party to whom it was addressed would understand what was expected of him," that it "left no doubt as to the intention of the party giving it"; but (whatever may be the effect of sermons in stones) a notice to quit must be expressed in language. There is, however, ample authority to show that it may be given verbally, at all events if the tenancy be one granted verbally, and a notice to quit is presumably not a notice "required to be served by any instrument affecting property" within the Law of Property Act, 1925, s. 196 (5). This does not apply to tenancies within the Agricultural Holdings Act, 1923; it has been held that a notice to quit was a notice "under" the Act, so that what is now s. 53 applies: *Van Grutten* v. *Trevenen* [1902] 2 K.B. 82, C.A.

The Jubilee of Cremation.

OF late the celebrations of notable centenaries and jubilees have been jostling each other with amazing frequency. Early in the year all were paying tribute to the literary eminence of the great German poet GOETHE in commemoration of the hundredth anniversary of his death; more recently we have been doing the like in celebrating the genius of Sir WALTER SCOTT as displayed in his writings; and now we are reminded of an event which occurred exactly fifty years ago, when a daring innovator took the bold step, so far as modern England was concerned, of burning instead of burying a dead body.

So serious a departure from the customs and usages of the English people as this was not unnaturally caused some perturbation in official minds, and indeed the legality of this method of disposing of a dead body was tested in a case which was tried before the late Mr. Justice STEPHEN at Cardiff in 1883, when one WILLIAM PRICE, who called himself a Druid, was indicted for the misdemeanour of burning the body of his child instead of giving it burial. The judge gave a careful summary of the law relating to burials, and concluded that there was no positive prohibition against the burning of bodies unless the mode of doing so created a nuisance, which was not the case before the court. PRICE was acquitted, and the decision was taken as sanctioning the practice of cremation. This had been legalised in several of the Continental countries somewhat earlier, in Italy since 1877, and in Germany since 1878. As we have seen, it was in 1883 that it was held in this country not to be illegal, but it was some time longer before the practice may be said to have made substantial headway. That it had come to stay, if we may put it so, was evidenced by the fact that in 1902 local authorities were empowered by statute to establish crematoria.

Schedule of Dilapidations Prepared by Sir Christopher Wren.

SIR CHRISTOPHER WREN, the bi-centenary of whose birth is to be celebrated next week, once played a part in the amicable settlement of what might have led to one of the most interesting cases in legal history; interesting not only on account of the points of law which might have arisen (the legal position of the Crown, of foreign sovereigns, of mesne tenants whose under-tenants commit waste, might all have been argued), but also on account of the illustrious persons involved. The matter concerned damage done at Say's-court, Deptford, by PETER THE GREAT. Say's-court was held on a Crown lease by EVELYN, the diarist; in 1696 EVELYN let it to Captain (subsequently Admiral) BENBOW, for a short term, with a tenant's covenant to keep up the garden, in which EVELYN, a practical horticulturist as well as an authority on the subject, took great pride. In 1698 BENBOW, at the request of KING WILLIAM, sub-let to the CZAR OF MUSCOVY, who had come here to study shipbuilding at the shipyard adjoining Say's-court. The gallant sailor had in fact neglected the garden, but the permissive waste of which he was guilty was as nothing compared with that of the equitable variety committed by PETER. The CZAR, who had speedily developed a taste for brandy with his breakfast, also acquired the habit of seating himself in a wheelbarrow after that meal and having himself propelled through EVELYN'S magnificent holly hedge, which was 9 feet high, 5 feet in diameter, and 400 feet long. It may be that he imagined he was attacking a hostile Swedish fleet; or possibly the breakfast enabled him to prophesy, and put to the test the PRINCE DE LIGNE'S *dictum*: "Grattez le Russe, et vous trouverez le Tartare." When PETER left, BENBOW, whose term had nearly expired, saw himself faced with the possibility of a substantial claim in respect of this and other damage (such as holes dug in the bowling green); and his own furniture had also suffered considerably. Wisely, perhaps, he sent, early in May, a "complaint and humble petition" to the Treasury. That department dealt with the matter with amazing promptitude. On 6th May SIR CHRISTOPHER WREN (who held the office of Surveyor-General) was asked to report; accompanied by an official from the Wardrobe and by the KING'S gardener, he visited the premises on 9th May, and on 11th May, 1698, sent in a detailed report, which reads very much like a modern schedule of dilapidations. The various items of damage are detailed and assessed, and the report recommends a payment of £158 2s. 6d. to BENBOW, to include damage to his furniture and fourteen weeks' rent, and £162 7s. to EVELYN, for damage to the house and garden. The payments were authorised by Treasury warrant on 21st June—some six weeks later!

Mr. T. Cyprian Williams.

THE death of Mr. Cyprian Williams removes another great conveyancer from Lincoln's Inn. Mr. Williams had in his time a very large practice, but it is by his writings that he is best known. His great work on "Vendor and Purchaser" is a standard text book which has proved of the greatest value to the profession. Few writers on legal subjects have equalled Mr. Williams in lucidity of style, whilst he had a faculty of accurate and clear exposition and a certain orderliness of mind which enabled him to arrange his material to the best advantage for the reader. His latest publication "The Contract of Sale of Land," is recognised as a masterpiece not only for the matter but for the manner of it. The introduction to that book with its touches of humour and caustic criticism of the present state of the law relating to the subject in hand affords an illustration of his style and method, and is indeed a masterly effort. In addition to being the author of such well-known works Mr. Williams edited all the later editions of his father's treatise on the "Law relating to Real Property," and was also a frequent contributor to the legal press. He was critical of the Real Property Legislation of 1925, and opposed to many of the changes introduced by it, which he considered unnecessary and more likely to complicate than to simplify conveyancing. He was nevertheless always an advocate of reform but would have proceeded upon more cautious and less ambitious lines. There are many in Lincoln's Inn who will long remember Mr. Williams' courtly manner and unpretentious dignity, and not a few who have reason to be grateful for the help which he was always ready to give in his quiet unassuming way. He was a profound conveyancing lawyer (in the view of many pre-eminent in his time) and a kindly, courteous and dignified gentleman.

Distress for Rates.

"Is the procedure of a distress for rates exactly the same, or similar, to that of a distress for rent?" This was the question raised by a reader of THE SOLICITORS' JOURNAL recently, and this article is an attempt to answer it.

The law on this matter is by no means clear. One can, however, begin with the assertion that the rules governing distress for rates are by no means identical with those obtaining in the case of distress for arrears of rent. The power to levy distress for rates is purely statutory, conferred in the first instance by the Poor Relief Act, 1601, and partakes more of the nature of execution than of a landlord's distress. It may be advantageous to consider briefly the differences and similarities existing between the two branches of law.

I.—GOODS DISTRAINABLE.

Only the goods of the ratepayer assessed are liable to be distrained upon for rates (43 Eliz., c. 2, s. 2). In the case of distress for rent, the distrainor is *prima facie* entitled to seize everything on the demised premises, and it is then for lodgers, undertenants and third parties generally to lay claim to any of their goods seized thereunder; whereas a rating authority cannot distrain on the goods of a lodger or stranger or even those of the offender's wife, although found on the premises. On the other hand, unlike distress for rent, the authority can distrain on the ratepayer's goods wherever found, even though in another county (Poor Relief Act, 1743, s. 7).

Amongst other distinctions, one may note the following: The Statute 51 Hen. III, c. 4, provides that "no man shall be distrained by his beasts that gain his land, nor his sheep," while there is another sufficient distress to be found, and this enactment is every day applied to protect cattle, beasts of the plough and sheep from being subjected to a distress for rent. But in *Hutchins* v. *Chambers* (1758), 1 Burr. 579, Lord Mansfield held that "beasts of the plough" were distrainable

for poor rates, although there was other sufficient distress on the premises. In *McCreagh* v. *Cox and Ford* (1923) 92 L.J. K.B. 855, where the occupier of land failed to pay the poor rate and two of his horses which were being used for getting in the corn were seized and sold, it was held that the exemption of "beasts that gain the land" from liability to distress contained in the above Statute does not apply to distress for poor rates, so that the distrainee had no right of action.

Again, by the Law of Distress Amendment Act, 1888, s. 4, the wearing apparel and bedding of a tenant and his family and the tools and implements of his trade to the value of £5 are exempted for distress for rent. But in *Edgcomb* v. *Sparks* (1680), 2 Show. 126, working tools were held to be freely distrainable for rates even though there were other available goods. It may safely be said that the foregoing statutory protection does not extend to distress for rates, and in *Hardistey* v. *Barney* (1696), Comb. 356, it appears to have been held that all apparel other than that actually being worn is liable to be seized.

II.—Seizure of the Goods.

A necessary preliminary to seizing the offender's goods is the effecting of an entry upon the premises where such goods are situate. The law on the subject is scanty, but it would appear that, as in the case of distress for rent, there is no right to break open a dwelling-house in executing a distress warrant.

Thus, in *Bell* v. *Oakley and Others* (1814), 2 M. & S. 259, the defendants, in order to levy a poor rate, knocked at the plaintiff's door, and, on being informed at the next house that the plaintiff was away from home, one of the defendants jumped into the front area and tried to get in at the cellar, but failed; in the attempt, however, some windows were broken. They then proceeded to the back part of the house, took the fastening out of a window, and got into the wash-house. Lord Ellenborough, C.J., held that these acts were unlawful and constituted the defendants trespassers *ab initio*. And in *Theobald* v. *Crichmore* (1818), 1 B. & Ald. 227, where a constable, acting under a warrant to levy 12s. for a church rate, broke open the outer door of the plaintiff's dwelling by means of an "iron crow" and took away his goods, it was agreed by all parties that this constituted a trespass.

But in *Hodder* v. *Williams* [1895] 2 Q.B. 663, it was held that a sheriff, in executing a writ of *fi. fa.*, was entitled to break open the outer door of a workshop or other building of the judgment debtor, not being his dwelling-house or connected therewith. Commenting on this decision, Mr. Warner Terry ("The Rating and Valuation Act, 1928," p. 280) says that, "the principle applies to the recovery of poor and other rates by distress." No authority is adduced for such a view, and it is significant to note that Kay, L.J., began his judgment in that case by observing, "*We are not dealing with the case of a distress*, but that of an execution levied by the sheriff under a writ of *fi. fa.*, issued upon a judgment." In the case of distress for rent, the rule against breaking outer doors is certainly not confined to the dwelling-house itself, but extends to all locked buildings (*Long* v. *Clarke* [1894] 1 Q.B. 119), and in the present uncertain state of the law it would seem prudent to apply this rule in the case of distress for rates also.

III.—Impounding.

After entry and seizure arises the question of impounding. In the case of a distress for rent, the goods seized can now be impounded on the demised premises, but whether this may be done in the case of distress for rates is doubtful. In *Peppercorn* v. *Hofman* (1842), 12 L.J. Ex. 270, a local Act provided that rates should be recovered in the same manner as poor rates, and Alderson, B., there held that the person distraining must not remain on the premises *longer than was necessary to enable him to remove the goods*. In view of this decision, therefore, it would appear advisable that (unless the ratepayer requests that the goods be impounded on the premises) the rating authority should immediately proceed to remove them elsewhere.

IV.—Sale of the Distress.

No precise mode of sale is prescribed either in the case of distress for rent or for rates. If it be by auction, it is worthy of note that, whereas a person selling goods for non-payment of rent or tithes to a less amount than £20 need not take out an auctioneer's licence (Auctioneers Act, 1845, s. 5), this exemption does not extend to the sale of a distress for rates.

Regarding the *time* of the sale, there are several definite rules on this point so far as distress for rent is concerned, but such rules have no application to the sale of goods distrained for rates, and the matter is here left to the justices. The usual time allowed before sale is five days, during which period the ratepayer must pay or replevy (*Sabourin* v. *Marshall* (1832), 3 B. & Ad. 440). The forms of distress warrant given in the schedule to the Distress for Rates Act, 1849, provide that the goods distrained are to be sold "if within the space of five days" after the levy the rates and expenses have not been paid, and there can be little doubt that if the distress-warrant takes this form, a sale before the expiry of such a period would be quite unjustifiable.

Company Law and Practice.

CLI.

THE REGISTER OF MEMBERS.

In the course of practice one occasionally comes across directors managers, or secretaries of companies who exhibit the greatest ignorance of the statutory formalities which have to be complied with in connection with the management and working of a company. When one considers that non-compliance with such formalities may involve any officer of the company, who was privy to the default, in very severe pecuniary penalties in the shape of default fines, one realises that the maxim *ignorantia juris haud excusat* has a very real application to company law. Some good examples of such statutory formalities as I have mentioned are furnished by the provisions in the Companies Act, 1929, relating to the keeping of a proper register of members of a company.

Section 95 of the Act requires every company to keep a register of its members in one or more books. It further provides that the following particulars must be entered therein: (*a*) the names, addresses and occupations of the members, and, if the company has a share capital, a statement of the shares held by each member, with their numbers, and of the amount paid up, or agreed to be considered as paid up, on the shares of each member; (*b*) the date at which each person was entered in the register as a member; (*c*) the date at which each person ceased to be a member. If the company has converted any of its shares into stock, and given notice of the conversion to the registrar (in accordance with ss. 50 and 51 of the Act) the register must show the amount of stock held by each member. If default is made in complying with the provisions of this section the company, and every officer of the company knowingly and wilfully permitting the default, is liable to a default fine not exceeding £5 per day (sub-s. (2) and also s. 365).

Under this section the register may be kept in several different books, but they must refer to each other in order that the provisions of the section are complied with as to the necessary particulars which must be included. Where therefore there is a large capital divided into £1 shares (as is often the case), and consequently the numbering of each share would involve clumsy and lengthy clerical work, it is usual to employ a system of combined register of members and share ledger. This is arranged so as to show the number of shares each member holds and the distinctive numbers of his holding inclusive, together with the amount paid up on the shares and other particulars required. The register

of members is *primâ facie* (but not conclusive) evidence of any matters directed or authorised by the Act to be inserted therein (s. 102). A transferee of shares therefore is entitled to rely on the statement of the company on the register and certificate of shares of the amount paid up on the shares he purchases, provided that he had no notice to the contrary. Unless he happens to be a subscriber to the memorandum, a person will not be a member of the company until his name is entered as such on the register, and the crucial date is not when he agreed to become a member, but when he actually became one. Where two or more persons hold shares as joint holders, they are entitled to have their names entered on the register in whatever order they choose. The order in which they are so entered may of course be material, as the articles often provide that, where there are joint holders of the company's shares, the powers of attending and voting at meetings shall be vested in the holder whose name appears first upon the register. It may be found convenient, therefore, in cases where trustees hold large blocks of shares, to enter part of them under the names of the trustees in one order, and part of them in their names in reverse order, so that the rights attaching to the shares are split up between the trustees.

Where the company has more than fifty members, s. 96 provides that the company must keep an index of the names of the members of the company, unless the register of members is kept in such a way as of itself to constitute such an index. The index must be corrected within fourteen days of any alteration of the register. It must enable the account of a member to be easily found, and may be in the form of a card index. The same penalty attaches for non-compliance with this section as for non-compliance with s. 95.

If the company issues share warrants to bearer, the company must strike out of its register the name of the person to whom the warrant was issued (s. 97); but it must enter in the register (*a*) the fact of the issue of the warrant, (*b*) a statement of the shares included in the warrant, distinguishing each share by its number, and (*c*) the date of the issue of the warrant. Until the warrant is surrendered, these particulars shall be deemed to be the particulars required by the Act to be included in the register of members. The fact of the surrender must also be included. Incidentally the same section provides that the bearer of a share warrant may, if the articles so provide, be deemed to be a member of the company for the purposes of the Act. It has been decided that there is nothing in the Act of 1929 which, either expressly or impliedly, deprives a company of the power to issue warrants to bearer in respect of stock (*Pilkington* v. *United Railways of Havana* [1930] 2 Ch. 108.

The register of members, commencing from the date of registration, and also the index, if an index has to be kept in accordance with the provisions of s. 96, must be kept at the registered office of the Company (s. 98). It must be open for inspection during business hours subject to such limitations as the company in general meeting may impose, but so that it is always open for two hours a day at least. The inspection is free to any member, but any other person must pay a sum not exceeding one shilling for each inspection. If a member or other person requires a copy of the register, he is entitled to a copy of the whole, or any part of it, on payment of a sum not exceeding sixpence for every hundred words or fraction thereof required to be copied. It has been held that he himself is not allowed to take extracts or make copies, but a member applying for inspection need not state the object for which he requires the inspection to be made. The section ceases to be applicable when the company goes into liquidation (*Re Kent Coalfields* [1898] 1 Q.B. 754. It seems that the company is bound to produce the register if the provisions of the Act are complied with by the person seeking inspection, and this is the case even if he is actuated by motives hostile to the company, unless he is in process of suing the company on behalf of himself and all other shareholders (*Forrest* v. *Manchester Railway*, 4 De G. F. & J. 126). If the company wrongfully refuses inspection to any person lawfully requiring it, it is liable to a penalty of two pounds for such refusal, and a further penalty of two pounds for every day during which such refusal continues.

Section 99 gives a company power to close its register for any period or periods not exceeding in the whole thirty days in the year. It must give notice of its intention so to do by advertisement in a newspaper circulating in the district in which its registered office is situate. Companies generally close their registers of members for fourteen days before the annual general meeting, and state the fact in the notice convening the meeting. The principal object to be attained by closing the register is to prevent transfers of shares being entered until dividends have been declared and paid, and to facilitate proceedings at the meeting in the event of polls being demanded, and the like. The power to close must, like all other powers under the Act, be exercised *bonâ fide* for the good of the company.

I do not propose this week to deal with the power of the court to rectify a register of members, beyond noticing that s. 100 of the Act vests this power in the court. On the subject generally, I would call my readers' attention to the fact that in certain cases it may not be necessary to exhibit the register of members to an affidavit in proceedings in court. In *Re Debenture Corporation Ltd.* [1931] W.N. 116, a petition for confirming an alteration of objects, Bennett, J., dispensed with the necessity of exhibiting the register, as the affidavit of the secretary proved that the register was duly kept and contained the name and last known address of every person who was a member of the company on the material date. In cases where, as we have seen, the register consists of a large number of different books, the expense and risk of bringing them all into court is often undesirable, and should be avoided if possible.

(*To be continued.*)

A Conveyancer's Diary.

Powers of Tenant for Life devolving upon his Personal Representatives.

I HAVE just been glancing through the new edition of "Wolstenholme and Cherry's Conveyancing Statutes," and looked to see how the learned editors dealt with the question regarding the power or right of a personal representative of a deceased tenant for life to sell the settled or quondam settled land.

In doing so I came across the following note to s. 18 (2) of the T.A., 1925:—

"The result under this sub-section seems to be that the special or general representatives in whom the land is vested (*Re Bridgett and Hayes* [1928] Ch. 163) of the late tenant-for-life-trustee must until assent to the settled land vesting in the remainderman, be able to exercise the statutory powers formerly vested in the late tenant for life."

I must say that this is entirely new to me, and I do not recollect ever seeing such a contention advanced before.

The note is, of course, entitled to be regarded with respect, and I am not going to suggest that it is wrong without further consideration. It is, however, quite new so far as I know, and calls for close examination.

It will be remembered that in a series of articles on this subject last year, I endeavoured to "explore every avenue" as the politicians say, which might lead to a conclusion that a personal representative of a deceased tenant for life has a right to sell the settled land: see 75 SOL. J. pp. 227, 254, 272 and 368.

I do not think that I professed that I had exhausted the subject, but I dealt with all the points which I then knew to have been raised upon it, and had the advantage of being

able to refer to articles which had recently appeared in other legal journals. Nowhere, however, did I make any such suggestion as that contained in the note which I have quoted from the new edition of "Wolstenholme," and I have never seen it made elsewhere.

The note is, therefore, worthy of careful consideration.

In the first place it will be as well to see just what s. 18 (2) of the T.A., 1925 enacts. The sub-section reads as follows :—

> "Until the appointment of new trustees, the personal representatives or representative for the time being of a sole trustee, or, where there were two or more trustees of the last surviving or continuing trustee, shall be capable of exercising or performing any power or trust which was given to, or capable of being exercised by, the sole or last surviving or continuing trustee, or other the trustees or trustee for the time being of the trust."

With great respect to the learned editors of "Wolstenholme" I venture to express a doubt whether this sub-section applies to a "tenant-for-life-trustee."

The commencing words of the sub-section suggest that it does not so apply. It is true that the personal representative of a deceased tenant for life may assent to the settled land vesting in the person next entitled to hold upon the trusts upon which the same ought to be held under the settlement, but I doubt whether such an assent is an appointment of a new trustee within the meaning of the sub-section. In fact, it appears as though the sub-sections and indeed the whole of s. 18 applies only to trustees of personalty or trustees holding land upon trust for sale. That, at least, is my impression.

Assuming, however, that the sub-section does, as stated in "Wolstenholme," apply to a "tenant-for-life-trustee," what is the result? What power does it confer on the personal representative of the deceased tenant for life?

In the first place, it is clear (at least I suppose that it is) that the personal representative can have those powers and only those powers which the tenant for life had. His powers will be very wide and certainly not such as hitherto most of us have thought properly appertained to his office. For example, not only may he sell, but he may grant building, mining, forestry and other leases subject to the conditions imposed by the S.L.A., and there are, of course, other powers hardly such as should in the absence of special circumstances be exercised by a personal representative.

On the other hand, on the exercise of the powers of a tenant for life the personal representative would be bound by the same restrictions as those which the S.L.A. imposes upon a tenant for life himself. One important result of that would seem to be that although he might sell he could not receive the purchase money. There must be trustees of the settlement for that purpose and the purchase money must be paid to them. It is not of much practical value to a personal representative to have a power of sale if he cannot receive the purchase price. Of course a purchaser from a personal representative is protected by s. 110 (3) of the S.L.A., but even in that sub-section it appears to be implied that a personal representative can only sell and give a good discharge for the purchase money if he is selling for purposes of administration, and there does not appear to be any suggestion that he might be selling in exercise of the powers of a tenant for life.

I am not attempting to discuss this question fully, still less to dogmatise upon it, but only to put down some of the reflections which occur to me off-hand on reading this novel and, I confess to me rather startling, statement, that the powers of a tenant for life devolve upon his personal representative. I hope to return to the subject when I have had more time to consider it, and especially to refer to other notes in the new "Wolstenholme" which may have a bearing upon it.

I have always understood the position to be something like this. Statute has conferred upon persons who are or have the powers of tenants for life (speaking generally, persons actually entitled in equity to the income of the settled land) certain powers of sale, leasing, etc. Statute has also provided that the legal estate shall be vested in such persons to hold upon trust to give effect to the equitable interests arising under the settlement. The powers which are conferred upon a tenant for life are given to him in his capacity as such, and are exercisable by him in that capacity and not in his capacity as a trustee of the legal estate. When a tenant for life dies, his powers die with him, but the legal estate which he holds as a trustee devolves upon his personal representatives. The personal representatives do not succeed to the estate or powers of the tenant for life as such, but only to the estate vested in him as trustee and to such powers as he had as a trustee. In his capacity of trustee the tenant for life had no powers unless it is said he had powers because he had duties necessarily implying powers.

That, speaking broadly, is, as I have always thought, how the matter stands.

It is suggested, however, in the note to which I have referred that the view there expressed is supported by s. 110 (3) (iii) of the S.L.A., 1925.

Now, s. 110 (3), in effect, provides that a purchaser of a legal estate shall act upon certain assumptions : (i) If capital money is paid to the personal representative, that he is acting under his statutory powers and requires the money for administration purposes ; (ii) If the capital money is paid to trustees of a settlement by the direction of the personal representatives, that the trustees are the trustees for the purposes of the Act and the personal representative is acting under his statutory powers during a minority ; and (iii) In any other case that the personal representative is acting under his statutory powers.

As I have already intimated, I doubt whether this section does confirm the opinion expressed in the note.

Certainly (i) and (ii) are not concerned with the exercise of the powers of a tenant for life by his personal representative. On the contrary (i) is confined to a case where the personal representative is selling for purposes of administration, and (ii) seems to refer to s. 26 (1) which expressly confers the powers of a tenant for life on a personal representative during a minority. Then as to (iii), it appears that the "statutory powers" there mentioned are the powers which the personal representative has as such under the A.E.A., 1925. At any rate, in the absence of any express provision that the powers of a tenant for life devolve upon him, I should not think that sub-s. (iii) should be read as having reference to such powers.

Nevertheless, there is this expression of opinion in "Wolstenholme" which certainly provides food for thought.

Landlord and Tenant Notebook.

Licences to Assign, etc. The Restriction on Fines.

A NUMBER of cases have illustrated both the scope and the effect of the provision by which a landlord is prohibited from making a profit out of the granting of a licence to assign or sub-let. This restriction was introduced by the Conveyancing Act, 1892, s. 3, and is now contained in L.P.A., 1925, s. 144. The mischief aimed at is expressed by the words "fine or sum of money in the nature of a fine," but contracting out is sanctioned.

It was held by a majority of the court in *Waite* v. *Jennings* [1906] 2 K.B. 11, C.A., that a stipulation that a proposed assignee should enter into covenants with the lessor to pay the rent and observe the existing covenants would be permissible, in that no sum of money beyond the amounts to which the grantor was already entitled would be secured. It might, of course, be said that the amounts were better secured, and perhaps the test is : does the condition relate to quantity or quality? The dissenting judgment of Fletcher Moulton,

L.J., was based on the definition of "fine" in the Conveyancing Act, 1881, s. 2 (9), which included "consideration, or benefit": now L.P.A., 1925, s. 205 (1) (xxiii). But even if the landlord feels that the value of the reversion will be jeopardised, he may not seek to protect his interests in the more remote future by improving his position in the immediate future; in *Jenkins* v. *Price* [1907] 2 Ch. 229, the tenant of a hotel applied for consent to assign the twelve-year residue of a fourteen-year lease to a brewery company, and the landlord stipulated for an extension of term and an increase of rent from £100 to £125 per annum, concluding the correspondence with the remark: "I know all houses as spoilt by being tied," whereupon the tenant obtained a declaration that she was entitled to assign without further consent.

There are other cases to the same effect, and the question of scope affords little trouble, but before leaving it I might recall a county court case, *Sheldrake* v. *Chesterton*, decided in 1925, and reported 69 Sol. J., pp. 324, 327, which is an instance of a payment being held not to be a fine. The facts were that the plaintiff had taken a three-year lease of a shop at a weekly rent of £2 10s., which the landlord had reduced to £2 a few months after the term had commenced, the reduction being voluntary and verbal. Then the plaintiff agreed to sell his interest, received the purchase price, and applied for the consent. This was refused unless the old figure were restored. The plaintiff, threatened with an action by the purchaser, to whom he had represented the rent to be £2 per week, finally agreed to pay the landlord, for consenting to an assignment with a £2 rental, £50; for the return of which he now sued. It was held that the payment was not a fine but represented compensation for lost future rent during the residue of the term. Apart from this, the learned judge found as a fact that no compulsion had been used, so that the tenant was precluded from recovering by *Andrew* v. *Bridgman, infra.* But t is perhaps worth considering whether this was an assignment of the old term at all. It is implied in the judgment that the original agreement to reduce the rent was *nudum pactum*; that being so, the new agreement might well be construed as a surrender and a new grant of a term which was immediately assigned, the "residue of the term" meaning the residue of the three years of the old term: see "Varying the Rent," 76 Sol. J., 141.

The effect of the section is a subject which has given more rise to argument than its scope, and it has, moreover, some bearing on the question of costs in certain cases. In *Andrew* v. *Bridgman* [1908] 1 K.B. 596, C.A., a tenant claimed repayment of £45 paid to obtain the required consent. The cause of action was that the payment was made under compulsion and was an illegal payment. The issue of fact was decided against him at first instance, and in the Court of Appeal all three judges deliberately left open the question what would be the position if such a payment were made under compulsion. On the other point they agreed that the payment was not illegal and was therefore not recoverable.

It follows that a tenant of whom a fine is demanded may assign or sub-let without further ado, just as a tenant to whom consent is unreasonably refused may consider the covenant satisfied: *Treloar* v. *Bigge* (1874), L.R. 9 Exch. 151. He can also sue for a declaration, and this was done in *Jenkins* v. *Price*, *supra*, and was also done in *Evans* v. *Levy* [1910] 1 Ch. 452, which was a case of unreasonable withholding. Now in both the last-mentioned cases the court refused to allow the tenant any costs, the reason assigned being that no relief other than a declaratory judgment had been claimed; and when in *West* v. *Gwynne* [1911] 2 Ch. 1, C.A., a landlord unsuccessfully resisted a claim that he was entitled to consent to sub-let on condition that half the difference between the rentals, the contention being that the enactment did not apply to leases made before it came into force, he rather hoped that he too would escape the common fate of defeated litigants. The Court of Appeal, however, saw "no reason why the tenant should not have his costs," and the case is sometimes described as an authority which overrules the two mentioned on this point. This proposition is perhaps one that should be accepted with caution and reservation, costs being so much a matter of discretion. The two authorities had not been followed in the court below on this point. When it seems arguable whether monetary consideration is being demanded or consent unreasonably withheld, it seems meet and proper that the tenant should have the matter settled without expense, and his mind set at rest, before incurring the risks attendant on a breach of covenant; but if his position is clearly sound, it seems that the joy of teaching the landlord a lesson in law at his (the landlord's) expense is a form of amusement which the courts are not likely to encourage.

Obituary.

Sir H. NIELD, K.C.

The Right Hon. Sir Herbert Nield, K.C., Recorder of York, and for many years Conservative M.P. for Ealing, died at his home at Hampstead on Tuesday, the 11th October, a few days before his seventieth birthday. He was admitted a solicitor in 1885, but ten years later was called to the Bar by the Inner Temple and took silk in 1913. He became Recorder of York in 1917, and until recently he was Deputy-Chairman of the Middlesex County Sessions. He received the honour of knighthood in 1918, and was sworn of the Privy Council in 1924. He was M.P. for the Ealing Division from 1906 to 1918, and then for the Borough of Ealing from 1918 until the last election, when he retired.

Mr. T. CYPRIAN WILLIAMS.

Mr. T. Cyprian Williams, one of the Conveyancing Counsel of the Supreme Court, and a Bencher of Lincoln's Inn, died at his home in Inverness Terrace, Bayswater, on Saturday, the 8th October, at the age of seventy-eight. Mr. Williams, who was educated at Eton and Trinity College, Cambridge, was called to the Bar by Lincoln's Inn in 1877. His work was mainly that of a conveyancing counsel, but he was also widely known as a writer on legal subjects. His best known book is that on the law of vendors and purchasers of land. He edited all recent editions of his father's treatise on real property and other works, and contributed articles to the legal journals, including The Solicitors' Journal. He was a past vice-president of the Selden Society.

Mr. R. F. GIBSON.

Mr. Robinson Fooks Gibson, of Sittingbourne, died in an Oxford nursing home on Friday, the 7th October, at the age of seventy-one. He was called to the Bar by the Middle Temple in 1885, and joined the South-Eastern Circuit. He was stipendiary magistrate at Chatham and Sheerness for many years, and at the time of his death he was deputy-chairman of the East Kent Quarter Sessions.

Mr. D'O. S. RANSOM.

Mr. D'Oyley Scott Ransom, solicitor, senior partner in the firm of Messrs. Ransom & Hutton, of Nottingham, died on Thursday, the 6th October, at the age of sixty-nine. He was educated at Cheltenham, and having served his articles with Mr. John Watson, he was admitted a solicitor in 1887. He began to practise on his own account, but was joined soon afterwards by Mr. Hutton, who had been associated with him under Mr. Watson. Mr. Ransom was for many years Secretary and Registrar of the Diocese of Southwell.

Mr. G. E. LOWE.

Mr. George Edward Lowe, solicitor, of Burton-on-Trent, died at his home at Barton-under-Needwood, on Saturday,

the 8th October. Educated at Burton Grammar School and Lancing, he was admitted a solicitor in 1884, and had been in practice at Burton since that year.

MR. F. P. HENNING.

Mr. Francis Percival Henning, solicitor, of Ravenscourt Park, W., died on Friday, the 7th October, after a few weeks' illness, in his seventy-sixth year. Mr. Henning was admitted a solicitor in 1900, and was formerly in practice in Craven-street, W.C. From 1912 to 1919 he was a member of the Hammersmith Borough Council, and held offices on several committees.

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

The name of John de Verdun, who died on the 21st October, 1274, carries us back to times when the marshal of an assize judge was a military officer and the javelin men an essential protection for the King's representative. De Verdun, who as a Baron Marcher had hammered the Welsh, was appointed in 1260 a Justice Itinerant for Shropshire, Staffordshire and the neighbouring counties. The circuit system was just taking shape, but the Welsh border was still, and for centuries more remained, the English equivalent of the North-West Frontier. Less than twenty-five years later, David of Wales was to be barbarously executed at the High Cross in Shrewsbury. When, finally, de Verdun felt he needed a change, he decided to turn his sword against the Saracens and followed Prince Edward to the Holy Land.

BLACK MAGIC.

The "Black Magic" trial in Finland reached its last stages recently when a number of persons concerned in graveyard outrages were condemned to various terms of imprisonment. Thus an unexpected chapter is added to the astonishing judicial history of sorcery. Obviously, spiritualistic phenomena would in other times have been treated as magical, but the oddest thing about witchcraft prosecutions is that they flared up most fiercely in the sixteenth and seventeenth centuries when Europe was supposed to be emerging into a blaze of enlightenment. What can one think of the Archbishop of Treves who ascribed the particularly cold spring of 1586 to witchcraft and burnt a hundred and eighteen women in consequence? What of the case of Mrs. Hicks and her nine-year-old daughter who were hanged at Huntingdon in 1716 for selling their souls to the Devil and raising a storm by pulling off their stockings and making a lather of soap? An alleged witch was burnt at Dornoch in Scotland in 1722. A good deal of information on the subject generally can be gathered from a work on Demonology published in 1595 by Nicholas Remy, a judge of Lorraine, who in fifteen years had presided at "the capital trials of nine hundred persons more or less," who suffered death for the crime of witchcraft. In Würzburg, Bamberg and Geneva the death rate about this time was even higher.

CAMBRIDGE ASSIZES.

The opening of the Cambridge Assizes recalls an astonishing encounter which occurred there between Lord Chief Justice Denman and Dr. Whewell, Master of Trinity College, where since the days of Henry VIII the Assize judge was lodged. On this occasion, the Master took it into his head to give orders that when the judge returned from court he should be admitted at the front gate only, while Denman was equally determined to assert his right to use either the back gate or the front gate as he chose. In fact, Dr. Whewell actually saw the back gate secured, but when the Chief Justice appeared before it and demanded admittance the majestic personality of the lawyer won the day. This tremendous episode was commemorated in the form of a heroic ballad of which the following lines are specimens:—

"And they have barred the bigger gate
And they have barred the small
And soon they espy the Sheriff's coach
And the Sheriff so comely and tall.
* * * *
And the Master hath bid them bar the gate
'Gainst Kaiser or 'gainst King
'Now, by my wig,' quoth the judge in wroth,
'Such answer is not the thing.
Break down the gate and tell the knave
That would stop my way so free
That the wood of his skull is as thick to the full
As the wood of the gate may be.'"

Rules and Orders.

THE NON-CONTENTIOUS PROBATE RULES, 1932. DATED OCTOBER 2, 1932.

I, the Right Honourable Henry Edward Baron Merrivale, President of the Probate, Divorce and Admiralty Division of the High Court of Justice, with the concurrence of the Right Honourable John Viscount Sankey, Lord High Chancellor of Great Britain, and the Right Honourable Gordon Baron Hewart, Lord Chief Justice of England, by virtue of section 100 of the Supreme Court of Judicature (Consolidation) Act, 1925, and all other powers enabling me in this behalf, propose to order as follows:—

1. In these Rules "the Principal Rules" means the Rules and Orders and Instructions for the Registrars of the Principal Registry of the Court of Probate in respect of Non-Contentious business, dated the 30th day of July, 1862, as amended by any subsequent Rules.

2. The additional Rule and Order for the Registrars of the Principal and District Probate Registries numbered 110 and dated the 23rd day of February, 1920, is hereby revoked.

3. The following Rule shall stand as Rule 110 in the Principal Rules:—

"110. The increases prescribed by Order 65, Rule 10 of the Rules of the Supreme Court, 1883, shall be applied in like manner on Taxation of Costs in Non-Contentious Business in the Principal and in the District Registries of the Court of Probate."

4. These Rules may be cited as the Non-Contentious Probate Rules, 1932, and the Principal Rules shall have effect as further amended by these Rules.

And I the said Henry Edward Baron Merrivale, President of the Probate Divorce and Admiralty Division of the High Court of Justice, with the same concurrence as aforesaid, hereby certify that on account of urgency these Rules should come into immediate operation and hereby make the said Rules to come into operation forthwith as Provisional Rules.

Dated the 2nd day of October, 1932.

Merrivale, P.

We concur { *Sankey*, C.
{ *Hewart*, C.J.

OLD BAILEY SESSIONS.

At a special session of the Central Criminal Court held at the Sessions House, Old Bailey, on Wednesday last, the dates were appointed for the holding of the sessions for the ensuing year, as follows:—

1932
Tuesday, 15th November.
Monday, 5th December.
1933.
Tuesday, 10th January.
Tuesday, 7th February.
Tuesday, 7th March.
Tuesday, 28th March.
Tuesday, 25th April.
Tuesday, 16th May.
Tuesday, 27th June.
Tuesday, 18th July.
Tuesday, 12th September.
Tuesday, 17th October.

The Central Criminal Court does not sit in August.

The Law Society at Bristol.

ANNUAL PROVINCIAL MEETING.

[By our Special Representative.]

(*Continued from p.* 704.)

Mr. William W. Veale, LL.D. (Lond.) (Bristol), read the following paper :—

The Borough Courts.

It is very desirable, at the outset, to impose upon my subject limits, both of space and time. It is hardly necessary to justify my choice, if I confine my remarks mainly to the Bristol courts, and I have selected the end of the fourteenth century as my time limit, because it is, on the whole, more interesting to discuss a period of growth than one of decay. I should add that, if I avoid the question of criminal jurisdiction, I do so only because it raises issues which are far too complicated to be discussed within the limits of this paper.

The Charter granted to Bristol in 1188 by John, Earl of Mortain, afterwards King, provided in general terms that no burgess should plead outside the walls of the town in any plea except pleas relating to foreign tenures the jurisdiction over which, so the Charter says, did not belong to the Hundred Court. This statement must not be taken to mean that the jurisdiction of the King's Court was excluded from Bristol ; on the contrary, the assize rolls for Gloucestershire show that up to 1373 the King's justices frequently visited Bristol where they tried actions which mainly related to land and which were similar to those tried in the King's Court elsewhere. Writs of right predominated, but assizes of Novel Disseisin were not uncommon, and there were some writs of entry. One looks in vain, however, for the assize of Mort D'Ancestor ; this did not lie in Bristol as is proved by express statements in the Assize Rolls and in an early Bristol Custumal, to which further reference will be made ; it may be added that Bristol shares this peculiarity with some other boroughs.

There are very few examples in the Assize Rolls of civil actions which did not relate to land.

Although most of the actions tried by the King's Justices followed the ordinary procedure of the King's Court, they departed from it in one important particular. In a writ of right the issue was normally decided by battle unless the defendant put himself on the Grand Assize. John's Charter, however, provided that (except in one case with which we are not concerned) no burgess should wage battle nor, may it be added, could he put himself on the Grand Assize, which was a jury of knights ; instead, the issue was always determined by a jury of burgesses.

We have seen that the King's justices could try actions in which the Bristol burgesses were concerned, but it must be noticed that the trial had to take place in Bristol ; any attempt to implead a burgess outside the walls of the town would be a clear infringement of John's Charter, and the records show that the city officials not infrequently protested against such invasions of their rights. There is a notable instance of this in the Little Red Book of Bristol, and other examples are to be found in the plea rolls.

The civil jurisdiction of the King's justices continued until Edward III's Charter of 1373, by which it was entirely excluded. Edward III's Charter, to which I have just referred, made Bristol a county with a sheriff of its own, and provided that he should hold his county court there from month to month. Before this time Bristol burgesses had owed suit to the County Court of Gloucestershire, which was held at Gloucester. Moreover, after Redcliffe (which is on the Somersetshire side of the River Avon) had been added to Bristol by a Charter of Henry III, burgesses also owed suit to the County Court of Somersetshire which was held at Ilchester.

We are accustomed in these days to think of a court as a place in which cases are tried and judgments given by a judge, with or without the assistance of a jury, but this is not the method by which cases were tried in the old Communal Courts. These were, it is true, presided over by an official of some kind, but the judgments of the court were made by the suitors, so that Suit of Court was a service to which great importance was attached since, without its suitors, the business of the court would be brought to a standstill. Edward III's Charter of 1373, and the petition which led to it, give us a vivid picture of the Bristol burgesses toiling along the difficult and dangerous roads to Gloucester and Ilchester, and the relief which they must have felt when they had a county court of their own may easily be imagined.

It would be safe to assume that the burgesses of Bristol were mainly concerned with the County Courts of Gloucester and Somerset as suitors ; John's Charter would have prevented those courts from exercising much jurisdiction over actions in which Bristol burgesses were concerned, though there were some proceedings (such as outlawry) which only a county court was competent to entertain. In view of the very wide jurisdiction given by Edward III's Charter to the old Hundred Court, it is doubtful whether even the new Bristol County Court exercised very extensive judicial functions.

The suitors to the latter court were, of course, such of the burgesses as owed this somewhat burdensome service, and the court was presided over by the sheriff.

As far as I am aware, there is no mention of the Hundred Court in Bristol, earlier than John's Charter of 1188, according to which it was to be held only once a week. Before dealing with the important question of its jurisdiction, something must be said as to the composition of the court.

It was plainly a court of the usual communal type, that is to say, it had its presiding officers and its suitors. Whatever may have been its original constitution, suit to it was ultimately confined to the owners of certain properties to which the burden was attached ; some particulars of these properties are to be found in the Great Red Book of Bristol, and there is also a list of suitors in the Little Red Book. The presiding officers seem to have varied ; they were the mayor and bailiffs before 1373, but after this date the sheriff was added, a fact well illustrated by the forms of probate. A probate granted in 1347 commences :—

> " The present Will was proved in full hundred held at the Guildhall of Bristol before Robert Gyen then Mayor, and John Neel and James Tylly bailiffs of the town, etc. . . ."

Whereas a probate granted after 1373 commences :—

> " The present Will was proclaimed three times in full hundred held at Bristol in the Guildhall there before Robert Straunge Mayor Thomas Spicer Sheriff . . . and in the presence of John Taylor and Robert Forth bailiffs of the Mayor and Commonalty, etc. . . ."

It will be convenient to distinguish between the non-contentious and contentious jurisdiction of this Court. Probably the most important non-contentious jurisdiction was the granting of Probate of Borough Wills, and it arose because Bristol, in common with many other boroughs, had the custom of devise at a time when this was not permitted at Common Law. This jurisdiction was expressly granted by Edward III's Charter, but it had been enjoyed at a very much earlier date, and the Little Red Book gives a detailed account of the procedure. A large number of these probates are to be found at the Bristol Council House, and since they include exact copies of the wills proved, their importance may easily be imagined. They throw a flood of light not only on questions of legal history but on social and economic questions also, and they are by no means lacking in humour, although this latter is of the unconscious variety. They are worthy of far greater attention than they have hitherto received.

Another important branch of the non-contentious jurisdiction arose out of the appointment of guardians to the persons and property of infants. This jurisdiction was expressly granted by a Charter of 1331, but it is referred to at a very much earlier date. When a guardian was appointed, he entered into a recognisance which gave details both as to the parentage of the infant, and as to the property committed to the guardian's charge ; large numbers of these recognisances are also to be found at the Council House and they are hardly less interesting and important than the probates. It is notable that hitherto no attempt has been made to edit these records although presumably, in course of time, the Bristol Records Society will undertake the task.

Further, the 1373 Charter gave the court power to receive and enrol deeds and other documents touching lands, tenements, rents, and similar property within the town. This jurisdiction was an important one, since documents so enrolled were just as much matters of records as documents enrolled in the Chancery or in the King's Court. The same charter also gave the court jurisdiction to entertain fines, but such evidence as there is, seems to show that very little advantage was taken of this privilege.

The non-contentious jurisdiction of the court, interesting though it is, is far less extraordinary than the contentious jurisdiction as this ultimately developed, and, in describing it, a line must be drawn between the periods before and after 1373.

Before 1373 the King's judges, as I have shown, were trying actions relating to land in Bristol, but there is clear evidence that, in this respect, their jurisdiction was concurrent with the Hundred Court. John's Charter, which states that no burgess should plead outside the walls in any plea except pleas relating to foreign tenures, *which latter were not to belong to the Hundred*, shows by clear implication that the Hundred Court had jurisdiction in real actions, and this is borne out by the Assize Rolls, which several times mention writs of right brought in the Bristol Court. Except that these actions were, no doubt, tried by a jury of burgesses instead of by battle or grand assize, they call for little comment.

We know, also, of two other forms of action relating to land which were tried in the Hundred Court, but which the

Assize Rolls do not mention; these were the Assize of Freshforce and the action of "*ex gravi querela*." The first was a form of action peculiar to boroughs which was not commenced by writ but by bill, and which, although it resembled in some respects the assize of Novel Disseisin, was of far wider scope for procedural reasons upon which I need not enlarge. It became a very popular form of action in most boroughs and Bristol records of it are fairly numerous.

The action *ex gravi querela* lay in boroughs which had the custom of devise and was brought by a devisee to recover land withheld from him. This action is expressly mentioned in the Little Red Book of Bristol and there is a further mention of it in the 1373 Charter, but I have not been fortunate enough to discover the record of an actual case.

It may be added that it was commenced by writ and not, like the Assize of Freshforce, by bill, and that a very full account of it is to be bound in Fitzherbert's *New Natura Brevium*.

The Charter of 1373 produced a remarkable change. I have already mentioned that it excluded the jurisdiction of the King's justices in civil actions, but, in addition to this and as an almost necessary consequence, the old Hundred Court was given a jurisdiction in civil actions practically equivalent to that of the King's Court itself. The charter provides that:—

> "The Justices of us and our heirs assigned to take assizes . . . or other inquisitions in the (said) Counties of Gloucester and Somerset, or the Justices of us or our heirs of one Bench or another, or the Justices of us or our heirs of oyer and terminer or for keeping our peace or for taking or making other inquisitions whatsoever . . . shall not have cognisance or jurisdiction concerning any tenures being within the said town of Bristol . . . or concerning contracts, covenants, accounts, debts, trespasses, pleas, complaints or any other thing whatsoever done or to be done, arising or to arise within the town . . . but that hereafter the Mayor and Sheriff of the said town of Bristol . . . forever shall have power and jurisdiction to hear and determine all the aforesaid pleas and complaints."

In speaking of the local courts (other than borough courts) as they were in the middle of the thirteenth century, Maitland says: "The King's Courts have been fast becoming the only judicial tribunals of any great importance. . . . Rich and poor alike would go to them if they could. The Local Courts were being starved . . . Of his own free will the small freeholder passed by his Lord's Court and the County Court on his way to the great hall." Holdsworth, when speaking of the County and Hundred Courts at the end of the reign of Edward I says, ". . . the jurisdiction of the County Court had been so restricted that, even at that early date, the Court was taking a subordinate position in the English scheme of jurisdiction. The same causes which produced the decay of the County Court operated even more rapidly in the case of the Hundred Court."

This contrast between the borough court and other local jurisdictions is remarkable, and bears eloquent testimony to the concessions which a powerful mercantile community could extort from the King.

Although the Hundred Court seems to have had the necessary jurisdiction to try personal actions, yet, for reasons which will now appear, it is at least doubtful whether this jurisdiction was much exercised, although I have found some fifteenth century evidence of such proceedings.

Apart from the fact that the Substantive Law of Contract and Tort was in a rudimentary state when Glanville and Bracton wrote, the procedure in personal actions possessed defects which made it unsuited to the needs of merchants. The Law Merchant was a system which met these needs by rules which originally dealt chiefly with questions of procedure, but which ultimately, as is well known, developed mainly in the direction of Substantive Law.

Bristol possesses the distinction of having amongst its records the earliest known treatise on the English Law Merchant; it is undated, but it seems improbable that it could have been later in date than the end of the thirteenth century and it may have been considerably earlier, so that I am able to show the advantage which the Law Merchant possessed over the common law by contrasting the procedure in an action of debt as described by Bracton with the proceedings in a similar action according to the Bristol document.

In the action of debt, in the King's Court, the plaintiff first procured his writ which ordered that the defendant should be summoned to appear. If he did so, he had the privilege of defending himself by compurgation, unless the plaintiff produced a charter. In "making his law," as you all know, the defendant denied on oath that he owed the debt, and produced the requisite number of oath helpers who were merely required to swear that the defendant's oath was true. At first sight it seems difficult to imagine that a defendant could fail to clear himself in this way, but in practice, strict rules were laid down as to the form of the oath, and, in some places, the formalities attending it, the slightest departure from either of which caused the oath to "burst."

If the defendant failed to appear on the first summons, he was ordered to be attached by pledges, and so also in case of a second default. If he were still contumacious, the pledges were amerced (i.e., fined) and a Writ of Habeas Corpus was issued to the sheriff. Supposing this failed there were three successive distresses by the last of which the defendant's goods and chattels were actually seized and detained.

But what if the defendant still failed to appear? The modern lawyer would consider judgment followed by execution, as the obvious remedy, but not so our ancestors. In spite of an entirely rational suggestion by Bracton, they evolved the extraordinary rule that, if the defendant did not appear, the plaintiff's claim was defeated; there could be no judgment by default.

It must be remembered, also, that every step in the common law action implied an adjournment, which was often lengthy, and that although the delays were not as great as in a real action, they might well be sufficiently prolonged to prejudice a plaintiff seriously, even if they did not defeat the ends of justice altogether.

Now let us compare the Law Merchant procedure.

It will be remembered that in an action of debt at common law a defendant was not attached by pledges unless he had failed to answer the first summons. According to Law Merchant, he was attached by pledges at once. While at common law the pledges were merely responsible for the defendant's appearance, and, at the worst, were liable to a fine, by the Law Merchant, they became responsible for the whole debt in case the debtor suffered a judgment which he was unable to discharge.

Suppose that a defendant, who had been attached to appear, failed to do so, he and his pledges were distrained so long as there was anything left to distrain upon, after which they were to be summoned at the next two sessions of the court. If at the third session they did not appear, the plaintiff was admitted to prove his claim, after which the goods seized were appraised and enough of them were given to the plaintiff to satisfy his claim. The plaintiff gave pledges to answer for them within a year and a day, after which they became his property. It may be mentioned that this plan is almost identical with that which Bracton suggested.

In the matter of delays, too, the Law Merchant gave an important advantage. There were adjournments just as there were at common law, but these were very short. In cities and fairs they were from hour to hour or from day to day; in seaports from daytide to daytide; and in market towns and boroughs, from market to market. I should like to illustrate the rapidity with which a claim could be disposed of, even when the debtor was contumacious, by quoting an illustration given by Dr. Gross.

A plaintiff sued for the recovery of a debt at 8 a.m. and the defendant was summoned to appear at 9. He did not come, and he was distrained to appear at 10, 11 and 12; at 12 o'clock judgment was given for the plaintiff, and appraisers were ordered to value the defendant's goods which had been seized; they reported to the court at 4, when the goods were delivered to the plaintiff.

Lastly, in the matter of proof the Law Merchant proceeded upon entirely practical lines. A defendant, says the *Lex Mercatoria*, ought not to be allowed to defend himself by waging his law, seeing that more often than not sales on credit were made without tally or writing because it would be a continual hindrance to merchants, especially merchants of victuals, if such formalities were necessary on each transaction. If, therefore, the defendant denied the debt, the case was to be adjourned to the next court to enable the plaintiff to make his proofs and the defendant to hear them. The plaintiff brought a body of witnesses who were examined by the courts after being sworn in a prescribed form; if the witnesses were suspected of lying, only one was to be allowed in court at a time, and witnesses could be compelled to attend to give, their evidence.

Before judgment was delivered, the defendant was asked whether he could show cause why the court should not proceed to judgment on the plaintiff's proofs whereupon he could, if he chose, swear that the plaintiff's claim and his witnesses' evidence were false and, if he found security, he was given a day to produce his body of witnesses who were examined just as the plaintiff's had been. In this connection there was the curious rule that the defendant could not refute the plaintiff unless he had at least two more witnesses than the latter had.

Fleta suggests that, according to the Law Merchant, the defendant was only precluded from waging his law if the

plaintiff produced a charter or a tally. This statement is not only at variance with the Bristol document, but, as far as Bristol is concerned, seems contrary to the usual practice.

No one will controvert the statement that the Law Merchant obtained in Bristol, and it remains to consider what courts administered it. That the Fair Court did so is certain, but it sat only in fair time. I suggest that, for the rest of the year the Law Merchant was administered in the Tolzey Court.

This court is first expressly mentioned in the 1373 Charter, but in such terms as to show that it had, even then, been in existence for a very long time. According to the Charter, it was presided over by the "Steward or other the officer" of the King in Bristol. In point of fact, I have found evidence which suggests that the Constable of the Castle was at one time the officer in question and, indeed, this is inherently probable; as in the case of the Hundred Court, various burgesses owed suit to it.

No evidence has up to the present been found which affords information as to the early constitution of the Court of Piepoudre.

That the Tolzey Court administered the Law Merchant is clear enough in the fifteenth century, for, if reference be made to the Tolzey Court Book of 1480, a statement will be found on folio 1 to the following effect:—

"Tolzey Court of the Lord King held in the market of the same town according to the Law Merchant . . ."

Again, another fifteenth century record of somewhat earlier date contains the following statement:—

"Tolzey Court of the Lord King of the Town of Bristol held there before Richard Foster and John Alveston, bailiffs of the Mayor and Commonalty of the same town for the aforesaid Court according to the Law Merchant and the customs of the same Court held herein from time immemorial."

This question can, however, be carried back to a very much earlier date. There is a Bristol Custumal which has been assigned a date earlier than 1241, and which provides that all pleas, *except pleas of debt*, should be held in the Hundred Court, and that pleas of debt, whether the parties were burgesses or otherwise, should be pleaded from day to day. Now if the Hundred Court was not to entertain cases of this kind, it almost follows that the Tolzey Court did, and in the provision that pleas of debt were to be pleaded from day to day, we see one of the most marked characteristics of Law Merchant procedure.

It is clear that at some later date the jurisdiction of the Tolzey Court was very much extended. I have found an action of trespass in the reign of Richard II, and in the Tolzey Book of 1480 there are examples of personal actions of almost every kind.

The further question arises as to whether the jurisdiction of the Tolzey Court was confined to actions between merchants.

The Bristol treatise on the Law Merchant states that in cities, fairs, seaports, market towns and boroughs, the Law Merchant always applied unless the parties openly and expressly consented to the common law, and, in another place, that to the Law Merchant belonged all pleas except pleas of land. It is true that this statement was not made of Bristol in particular, but the Bristol evidence certainly suggests that although the Tolzey Court did not entirely exclude the jurisdiction of the Mayors Court in personal actions, it overshadowed it.

The custumal already referred to clearly excluded the jurisdiction of the Hundred Court in cases of debt; an action for trespass brought in the Tolzey Court in the reign of Richard II by the Wardens of Trinity Church, who complained that the defendants had forcibly entered a certain house where books, vestments and other articles belonging to the church were stored, could obviously not be considered an action between merchants; and if more evidence be needed, a reference to the Tolzey Court Book of 1480 will show case after case in which merchants were clearly not concerned.

I have not referred to another Law Merchant court, the Court of the Staple, because its history is now being investigated by another, upon whose province I have no desire to encroach.

Mr. Josiah Green (Town Clerk, Bristol) read the following paper:—

Town Planning.

It is an accepted practice that when a person builds a house he sets out on paper a drawing showing the arrangement of the various parts in order to secure the greatest comfort and convenience to the persons who will live in it.

When a community built a town no such custom or practice was attempted or thought of prior to the town planning movement, and land was permitted to be developed for building purposes without the smallest attempt to ensure that the interests of the community were being studied as well as those of the individual landowner.

A glance at the developed portion of any existing town in this country will show the resultant chaos and when the subject is examined it is realised how great is the extra cost involved in time and transport and temper by reason of delays or circuitous roads of inadequate widths, together with the expense of pulling down properties for widening purposes.

There is no doubt that the neglect of town planning in the past has produced colossal waste of public money. It is estimated that in the course of fifty years £50,000,000 has been expended by local authorities in this country in the work of street widening alone.

Local bye-laws regulating the laying out of new streets and the erection of buildings gave no power whereby streets can be laid out in the most convenient direction or at the most suitable gradients for facility of communication between different localities, except under conditions difficult to apply.

Each landowner in the past laid out his lands to suit his own interests irrespective of the public convenience and without considering the effect of that lay-out on adjoining lands.

Builders developed small areas of land as they liked, complying, of course, with the building bye-laws as to thickness of walls, drainage arrangements, etc. They crowded houses up to forty or fifty to the acre. The unscrupulous builder erected houses of the cheapest character amongst the best residential property, and thus greatly depreciated the neighbourhood, with the result that the rateable value was seriously reduced and the ratepayers as a whole suffered.

Factories sprang up without the slightest regard to the amenities of surrounding development and shops made sporadic and undisciplined incursions on residential districts. Many landowners themselves saw that this haphazard, uneconomic development was not to their own advantage any more than it was to the advantage of the community, and caused plans of their estates to be prepared and sold off plots subject to restrictive covenants; this type of landowner, however, was not by any means universal, and even where he did exist the unit under control was usually too small to be effective from the wider point of view of the development of the town.

It is the object of town planning to provide that development, if and when it takes place, shall be in accordance with a plan which has been prepared in the interests of the community as a whole, industrial, commercial and residential, landowners as well as tenants, and thus help to secure for the future, as far as reasonable foresight can do, the welfare and prosperity of the district and its inhabitants.

The movement in favour of English town planning legislation may be said to have commenced with the establishment of the garden villages of Bournville and Port Sunlight by Mr. Cadbury and Lord Leverhulme.

Both villages were established in the '90's, and they were the outcome of the desire to improve the conditions under which workmen were compelled to live.

In the year 1906 the movement for town planning passed from the educational to the practical stage by a definite promise from the Government that legislation should be placed as soon as convenient before the House of Commons.

The outcome of this was the Housing and Town Planning Act, 1909.

The promised Bill was introduced by Mr. John Burns, President of the Local Government Board in 1908, and his name will be honoured in years to come as the Minister who first drafted and carried through a Bill compelling local authorities to prepare Town Planning Schemes.

Further town planning powers were given in subsequent Acts, particularly in the Town Planning Act of 1919, under which a great many schemes have been prepared covering various parts of the country.

All statutory provisions relating to town planning are now embodied in the Town and Country Planning Act, 1932, which is a codification and an amendment of the law on the subject, and all earlier statutes are repealed. The new Act comes into operation on the 1st April, 1933, except s. 34 (Power to make agreements), which is now in force.

The Bill for the Act of 1932 had a rather stormy passage through both Houses of Parliament, and in the Committee stages resolved itself into an attempt to reconcile the apparently conflicting interests of the landowner and the local authority.

In my opinion, planning properly carried out should prove valuable both to the individual landowner and to the community as a whole, although there is no doubt that the liberty of the individual in dealing with his own property is restricted

by the Act, as it has been in the past by a very large number of other statutes.

In dealing with the Act of 1932 it may be convenient to consider the matter under the following headings:—

(1) What land may be included in a town planning scheme.

(2) Development between the approval of the resolution to prepare the scheme and the approval of the scheme.

(3) The preparation and approval of the scheme.

(4) Statutory rights of owners to compensation and liability for "betterment."

(5) Legal proceedings.

(6) Conclusion.

(1) What Land may be Included in the Scheme.

The first formal step is taken by the local authority under s. 6 of the new Act; they decide by resolution either—

(*a*) to prepare a scheme comprising an area of land defined upon a plan which may be within or beyond the limits of their own area and whether there are or are not buildings thereon; or

(*b*) to adopt with or without modification a scheme prepared by all or any of the landowners.

No resolution to prepare a scheme passed by a local authority will take effect unless it has been approved by the Ministry of Health, and the Minister must not approve a resolution unless he is satisfied—

(*a*) in the case of any land already built upon that public improvements are likely to be made or other development is likely to take place within such period of time and on such a scale as to make the inclusion of the land in a scheme expedient, or that the land comprises buildings or other objects of architectural, historic or artistic interest, or that the land is so situate that the general object of the scheme would be better secured by its inclusion;

(*b*) in the case of land which is neither already built upon nor in course of development, nor likely to be developed, that the land is so situated in relation to land which is already built upon, or in course of development, or on which development is likely to take place as to make its inclusion in a scheme expedient, or that it comprises objects or places of natural interest or beauty.

Under s. 37 and the Fourth Schedule the Minister is required to make regulations which will enable landowners to make suggestions for the inclusion or exclusion of land from the scheme, which must be considered by the local authority, and if not accepted will be considered by the Minister before giving his approval to the resolution.

When a resolution to prepare a scheme has been approved by the Minister the local authority will proceed with the actual preparation of the scheme.

After the resolution has taken effect the local authority must publish a notice in the "London Gazette" and in the local press and also serve a copy of the notice on every owner and occupier of every hereditament as disclosed in Schedule A of the latest assessment to income tax (s. 7).

The same section requires the local authority to compile a register of persons who claim to be owners of property in the area or associations of owners or business or industrial interests, but persons or associations wishing to be entered must give to the authority particulars of their interests; it will then be the duty of the authority when giving statutory notices under the Act or regulations to send a copy to every person, etc., entered in the register.

It may be convenient to state here that where a resolution to town plan has taken effect prior to the commencement of the new Act, but the scheme is not in force, the old procedure with regard to service of notices and the preparation and adoption of schemes will continue to apply (unless the Minister otherwise orders), but in all other respects the provisions of the new Act will apply (s. 52).

(2) Development between the Passing of the Resolution to Prepare the Scheme and the Approval of the Scheme.

This operation usually occupies a considerable period, and as the area is "controlled" from the time the Minister approves the resolution, it is important that development should not be impeded. Under s. 10 the Minister is required to make a general order for the "interim development" of land within the area, i.e., development between the date on which the resolution takes effect and the date the scheme comes into operation.

The interim development order may itself permit the development of land either unconditionally or subject to any conditions specified in the order, or may empower any authority so specified to permit the development of land in accordance with the terms of the order.

The usual procedure with regard to interim development is that when an owner desires to develop land he submits plans and particulars of his proposal to the local authority together with a formal application for an interim development certificate.

The effect of the certificate of permission, if granted, is to protect the owner when the scheme becomes approved, and to give subsequent purchasers notice to that effect. It is possible (though unlikely) for development permitted under an interim development order to contravene the scheme and to be removed or altered accordingly. The effect of a permission is not to give absolute protection, but only to protect the right to claim compensation. The authority may grant an application unconditionally or subject to such conditions as they think proper to impose, or they may refuse the application, but under the Act of 1932 they are deemed to have granted an application unconditionally unless within two months of its receipt or such longer period as the applicant may agree in writing to allow them, they give notice to him to the contrary setting forth their reasons for so doing.

The authority may, if they think fit, make a contribution towards any damage or expense which the applicant shows to their satisfaction he is likely to suffer by reason of their decision (s. 10 (4)).

An applicant who is aggrieved by the refusal of the authority to consent to his application, or by any conditions imposed by them, may appeal to the Minister, whose decision is final.

The right to claim compensation has been extended to enable account to be taken of any damage due to a refusal of permission to develop or of conditions attached to permission to develop (s. 18 (2)).

(3) The Preparation and Approval of the Scheme.

The opening words of s. 11 are very wide as to the matters which may be dealt with in a scheme:—

"The scheme shall contain such provisions as are necessary or expedient for prohibiting or regulating the development of land in the area to which the scheme applies and generally for carrying out the objects for which the scheme is made and in particular for dealing with any of the matters mentioned in the Second Schedule."

Schedule 2 enumerates many things, but the most important may be summarised as follows—

(1) streets, roads and ways (i.e., the direction, position and width of all roads in the area), and the stopping up and diversion of highways;

(2) reservations of open spaces, private and public, sites for aerodromes, places of worship;

(3) sewage disposal, lighting, water supply.

Section 12 gives an outline of the provisions which may be inserted in a scheme in its relation to building operations, i.e.—

(*a*) prescribing the space about buildings (i.e., fixing a definite proportion between the site actually covered by a building and the area of garden or other form of curtilage to the building);

(*b*) limiting the number of buildings to the acre;

(*c*) regulating the size, height, design and external appearance of buildings;

(*d*) imposing restrictions upon the use of buildings (e.g., the reservation of specified areas for dwelling-houses only, or for shops, or for warehouses, factories, etc.);

(*e*) prohibiting or regulating building operations.

It is of interest to notice here that s. 46 of the new Act enables provisions to be inserted for preserving single trees and groups of trees, and s. 47 contains provisions for dealing with advertisements displayed and hoardings which seriously injure the amenity of land specified in the scheme.

Sections 15, 16 and 19 taken together are designed to check the spoliation of the countryside by sporadic building. A local authority is now entitled without incurring compensation to prevent building operations on land until a general development order is made where it would involve danger or injury to health by reason of the lack of roads, sewers, water supply or public services, and the provision of the necessary services would be premature or likely to involve excessive cost, or where such operations would injure the amenity of the locality. Appeal to the Minister is provided at all times, both against refusal to make a general development order and refusal to permit particular development under s. 16, and a temporarily restricted area must be reviewed every third year.

It is now provided by the new Act that when a scheme has received the Minister's approval it is to be laid before both Houses of Parliament, and if either House within twenty-one days resolves that the scheme or some portion ought

not to come into operation, the scheme or the provisions objected to will not become operative.

NOTE.—*Reference should be made to s. 8 and the First Schedule for more detailed provisions in this respect. Schemes in force or approved before the 1st April next are under the existing law not subject to the control of Parliament (see s. 52).*

If the validity of a scheme or any provision in it is questioned, proceedings must be taken in the High Court within six weeks after formal notice has been given that the scheme has been laid before Parliament and is capable of coming into operation, but the validity of a provision in a scheme which has been approved by affirmative resolution of both Houses of Parliament cannot be called in question. This procedure is new (Part II, First Schedule).

When a planning scheme is in operation it will govern the development of the area to which it applies, and all owners and other persons interested in the lands must act in accordance with its provisions.

This does not mean that roads will at once be constructed and the various developments shown on the plan carried into effect. The making of a town plan is in effect the definite fixing of the lines upon which the development will take place when, either in the opinion of the private owner or of the local authority, the time has arrived for the development to be made.

Under s. 13 of the new Act powers are conferred on the responsible authority to enforce the provisions of the scheme. The authority may at any time—

(*a*) remove, pull down or alter any existing building, or other existing work, which does not conform to the scheme ;

(*b*) remove, pull down or alter any building or other work (not being an existing building or an existing work) which does not conform to the scheme ;

NOTE.—*In this case the right to compensation is excluded (see s. 20 (2))*

(*c*) where any building or land is being used in a manner which contravenes the scheme, prohibit it from being so used ;

(*d*) where any land has since the material date been put to any use which contravenes the scheme and is not an existing use, reinstate the land ;

NOTE.—*Here also the right to compensation is excluded (s 20 (2))*

(*e*) execute any work which it is the duty of any person to execute under the scheme, in any case where delay in the execution of the work has occurred and the efficient operation of the scheme has been or will be prejudiced.

Due notice must be given to the owner before any of these powers are exercised.

The section also provides that any person who uses any building or land in a manner which is prohibited shall be liable on summary conviction to a fine not exceeding £50, and to a further penalty not exceeding £20 in respect of each day on which he so uses the building or land after conviction.

(4) STATUTORY RIGHTS OF OWNERS TO COMPENSATION AND LIABILITY FOR BETTERMENT.

The owner's right to compensation is a matter which has in the past proved of considerable interest to general practitioners.

Some important changes in the law relating to compensation to owners and "betterment" have been made by the new Act. I will endeavour to summarise the provisions of the existing law and the new Act with regard to these important matters.

The question of compensation is dealt with in very few words under the existing law. Under the Act of 1925, any person whose property is "injuriously affected" by the making of a town planning scheme is entitled to obtain compensation from the responsible authority on making a claim within the time (if any) limited by the scheme ; but property is not deemed to be injuriously affected by provisions in a scheme which—

(*a*) prescribe the space about buildings ;

(*b*) limit the number of buildings to be erected ; or

(*c*) prescribe the height or character of buildings ;

if the Minister, having regard to the nature and situation of the land affected, considers the provisions reasonable.

The new Act deals with compensation in greater detail, due, no doubt, to the power to include built-up areas in town planning schemes.

Section 18 provides that any person—

(*a*) whose property is injuriously affected by any provision in a town planning scheme or the execution of any work thereunder or by an order under s. 17 (Preservation of buildings having special architectural or historic interest), and can show that his legal rights in respect of his property are infringed or curtailed ; or

(*b*) who suffers damage as a result of action taken under s. 13 (Power to enforce and carry into effect schemes) ;

NOTE.—*The modifications imposed by s. 20 (2) seek to limit the right to compensation to buildings or works or uses of land existing prior to the material date*

(*c*) who incurs expenditure which is subsequently rendered abortive by subsequent variation or revocation of the scheme ;

shall if he makes a claim within the time limited for the purpose be entitled to recover as compensation from the responsible authority the amount by which his property is decreased in value and in the case of property on which a trade, business or profession is carried on the amount of any resulting injury or the amount of damage or the amount of abortive expenditure reasonably incurred as the case may be.

COMPENSATION EXCLUDED IN CERTAIN CASES.

Under s. 19 of the new Act it is provided that if the Minister is satisfied that the exclusion of the right to compensation is proper and reasonable and expedient having regard to the local circumstances, then a scheme may provide that no compensation shall be payable under paragraph (*a*) of s. 18 (Injurious affection of property) in respect of any provision of a scheme which—

(*a*) prescribes the space about buildings ; or

(*b*) limits the number of buildings ; or

(*c*) regulates the size, height, design or external appearance of buildings ; or

(*d*) prohibits or restricts building operations pending the coming into operation of a general development order ; or

(*g*) restricts the manner in which buildings may be used.

NOTE.—*But a clause excluding compensation respecting the matters in paragraphs (a) to (g) will not be permitted unless the scheme contains provisions which secure that existing buildings may be maintained and their existing use continued and reasonable alterations and in proper cases extensions of existing buildings permitted including the right to replace an existing building by another of similar cubic content (sub-s. (2) (ii)). It may here be observed that the expression "character of buildings" in the Act of 1925 which was given a wide interpretation is not repeated in the new Act, but is replaced by paragraphs (c) and (g) above*

(*e*) prohibits or restricts building operation if by reason of the situation or nature of the land the erection of buildings would involve danger or injury to health or an excessive expenditure of public money in providing roads, sewers, water supply or other services ;

(*f*) prohibits (otherwise than by prohibition of building) the use of land for a purpose likely to involve danger or injury to health or serious detriment to the neighbourhood.

NOTE.—*But the right to claim compensation under this head is not to be excluded in respect of mining operations by underground workings · if the owner desires to win minerals by surface workings compensation may be excluded where the land is reserved for residential purposes and has been substantially developed, but even here, if the Minister is satisfied that the minerals or the right to win them had been acquired by some person before the material date for the purpose of being worked or had before that date devolved upon some person desirous of winning them, it would seem compensation cannot be excluded (sub-s. (2) (iii))*

(*h*) regulates the height and position of walls, fences or hedges near the corner or bends of roads (other than highways already maintainable by the public at large) ;

(*i*) limits the number or prescribes the sites of new roads entering a classified road or a road or the site of a proposed road which the Minister of Transport declares is intended to be a classified road.

NOTE.—*This is intended to prevent the indiscriminate construction of new roads entering a main road which may be a danger to traffic, but before the Minister can agree to exclude compensation under this head he must be satisfied that reasonable means of access from neighbouring lands to a highway will be afforded in proper cases (sub.-s (2) (iv))*

(*k*) fixes a building line in relation to any existing or proposed street beyond which no building may project, provided that no building existed thereon within five years before the material date.

NOTE.—*Before a clause excluding compensation under this head can be allowed, the Minister must be satisfied (if representations are made to him) that the area of the land of the owner fronting the road will not be diminished to such an extent by the building line as to render the remaining land less suitable for building in conformity with the scheme (sub-s. (2) (v))*

(*l*) requires the owner, in the erection of business premises, to make provision on his own land for loading, unloading or fuelling vehicles in order to prevent the obstruction of traffic on a highway.

In all or any of the foregoing cases the scheme may provide that owners shall not be entitled to compensation.

Claims for Betterment.

Under the existing law the responsible authority are entitled to recover from any person whose property is increased in value by the making of a town planning scheme, *one-half* of the amount of that increase.

The new Act (s. 21) provides that where by the coming into operation of any provision contained in the scheme or by the execution by a responsible authority of any work under a scheme any property is increased in value, the responsible authority, if within twelve months after the date on which the provision came into operation (or such longer period as may be specified in the scheme) or within twelve months after completion of the work, as the case may be, they make a claim in that behalf, may recover from the person whose property is so increased in value *an amount not exceeding 75 per cent.* of the amount of that increase. On the other hand provision is made that, except as a set-off against compensation, betterment cannot be recovered until the property is disposed of or the use of the property is changed, or, in the case of property used for business or industry, after five years have elapsed from the first claim, if in the meantime no claim has been made in respect of a disposition of the property or a change of use, that is, in effect, until betterment is realised, but change of use for this purpose does not apply to different forms of agricultural use or where the property belongs to a statutory undertaker.

Determination of Claims, etc.

All questions of disputed compensation and betterment are referred to the Official Arbitrator under the Acquisition of Land (Assessment of Compensation) Act, 1919, unless the parties otherwise agree, and any amount due may be recovered summarily as a civil debt (s. 23).

It is important to notice that a responsible authority may at any time within one month after an award of compensation for injurious affection give notice of their intention to withdraw or modify the provisions of the scheme giving rise to the claim, but the authority must within three months submit to the Minister a varying scheme carrying into effect the withdrawal or modification, and after payment of the claimant's costs in connection with the arbitration, the award is discharged, but without prejudice to the right of the claimant to make a further claim in respect of the scheme as varied (s. 24).

Power to Enforce Adoption and Execution of Scheme.

Under s. 36 the Minister of Health is empowered to compel local authorities to prepare or adopt schemes, and on failure to do so he may act in the place of a defaulting authority at the expense of that authority.

(5) Legal Proceedings.

A feature of the new Act is the extent to which appeals to the courts—petty sessions, quarter sessions and the High Court—are provided for. Where a scheme contains a provision enabling the responsible authority to regulate the design or external appearance of buildings, the scheme must also provide that any person aggrieved by any decision of the authority may appeal either to a court of summary jurisdiction or to a tribunal to be constituted for the purpose under the scheme. The grounds on which such an appeal may be brought shall include the ground that compliance with the decision would involve an increase in the cost of the building which would be unreasonable having regard to the character of the locality and of the neighbouring building (s. 12 (1)).

Another instance where an appeal to a court of petty sessions is provided for (instead of to the Minister as in the Act of 1925) will be found in s. 13, which empowers the responsible authority to enforce and carry schemes into effect. It is there provided that where a building or work which the responsible authority propose to remove, pull down or alter under this section is an existing building or an existing work, or where the use of a building or land which they propose to prohibit is an existing use, the authority shall serve notices on the owner and on the occupier of the building or land in respect of which action is proposed to be taken, and on any other person who may be affected thereby; any person who desires to dispute any allegation contained therein may appeal to a court of summary jurisdiction for the petty sessional division or place within which the property to which the notice relates is situated.

The expressions "existing building" and "existing use" are elaborately defined in s. 53 of the Act. Briefly an "existing building" is a building erected or begun before the "material date," or erected in accordance with an interim development order; and "existing use" means the use of a building or land for any purpose of the same or a similar character to that for which it was last used before the "material date." The expression "material date" in turn is explained in a lengthy definition. Speaking generally, it means the date on which the resolution to prepare a scheme took effect.

In these and in other cases under the Act where an appeal lies to the justices, a right of appeal to quarter sessions is given against the decision of the justices, and the time for appeal prescribed by the Summary Jurisdiction Acts is extended to twenty-eight days (s. 39). In any case where under the Act, or any scheme under the Act, an appeal lies or any application may be made to a court of summary jurisdiction, the parties may agree to refer the matter to the Minister of Health, whose decision in such cases shall be final (s. 40).

(6) Conclusion.

I have endeavoured to touch upon the salient features of town planning and the law relating to it, but it is not possible within the limits of this paper to deal with every aspect of the subject.

I would venture to remind practitioners of the necessity of searching in every transaction affecting land in the Register of Local Land Charges for particulars of resolutions to town plan and for planning schemes, and to follow up the search by an inspection of maps and interim development orders.

The best results in planning will be achieved by mutual co-operation between the local authority and the owners of property; a town planning officer who knows his work can often point out to the owner who desires to develop how he can do so greatly to his own advantage and at the same time conform to town planning principles.

The Ministry of Health urge upon authorities and owners the desirability of making agreements, whenever possible, which should allow reasonable scope for development, and at the same time exclude all claims for compensation or betterment.

If the subject of town planning is approached in the spirit of compromise, appeals to the Minister and arbitrations to enforce the scheme will be remote; indeed, with the many schemes already in preparation and in operation the Ministry are but rarely called upon to adjudicate between the parties concerned.

Mr. Green illustrated by wall maps the plans made for the town of Bristol by recent resolutions of the town council. He also had on show a relief map illustrating the Bristol and Bath regional planning scheme.

Mr. G. E. Hughes (Bath) said that the apathetic attitude of local authorities, combined with the absence of interest among members of the legal profession, had been largely responsible for the sporadic development of many towns, and regretted that the Government had allowed the earlier mandatory conceptions to lapse. The owner of a few hundred acres bordering a main road was in a great difficulty. He wanted to do the best with his land and was amenable to reasonable town planning requirements, but he could only get advice from extremely expensive architects or town planning experts. In Mr. Hughes' opinion there should be free provision of advice for these people.

Mr. Randle Holme (London) asked what would happen if a licensing authority granted a licence for a public-house in an area which the town planning authority had set aside for residential dwelling-houses only.

Mr. C. Kent Wright (Town Clerk, Stoke Newington) said that town planning had received the tepid blessings of politicians in the past, but its beneficial effects were ignored and it was still regarded as a nuisance. He emphasised its æsthetic and its economic value, and referred to the Garden City movement. Up to 1925, he said, only seven schemes had actually passed through all their stages, but nevertheless, the development of favourable public opinion and an increasing application of town planning methods to all forms of building development constituted adequate proof of an achievement which was as notable as any of modern times.

Mr. Charles Smith (Brighton) wished to put in a word for the owners of land who wanted to be sure of the safeguards promised them. In the first place, it was fundamentally wrong that the appeal should be made to the Department which had promoted the legislation. In the second place, he was in doubt when the compensation was to be paid. He pointed out that local authorities would naturally postpone making a scheme, since its adoption would immediately make payable large sums in compensation. This would be hard on the ratepayers, but the delay, once the local authority had passed a resolution adopting the Act, was very hard on landowners. If the owners of property realised that they were

likely to get fair play and fair dealing, there would be no lack of co-operation on their part.

Mr. GREEN, in reply to Mr. Holme's question, said that the local authority would probably co-operate, but that the licence as granted would be worthless.

Mr. H. J. RANDALL, LL.B., F.S.A. (Bridgend), read the following paper :—

RE-ORGANISATION OF THE CIVIL COURTS.

When musicians desire to perform a piece that nobody particularly wishes to hear, they usually say that it is played "by request." I have some ground for describing this paper as a request item. In May last my local society circulated among the provincial societies a scheme for the reform of legal procedure. The proposals aroused considerable interest and discussion, and a large number of comments upon the scheme were received. In all we supplied to the other societies some 600 copies of the circular letter, and a reprint of the *Morning Post* articles that accompanied it.

The proposals were then brought before the Associated Provincial Law Societies in a form of series of resolutions at their meeting on the 8th July, but it was felt that the time available was inadequate for the discussion of a scheme so far-reaching, and it was then suggested by members of other societies that, subject to the approval of the Council of The Law Society, I should read a paper that could be discussed at this meeting. So here it is.

There is no doubt that in the present time of enforced economy the public would welcome a comprehensive scheme of legal reform. We are apt to boast, and we believe that the boast has some substance behind it, that English justice is one of the best articles of its kind in the world, but its expense is at least commensurate with its excellence.

No one wishes to encourage litigation—it needs no encouragement. We in this assembly are thoroughly aware of the fact that a large portion of our professional lives are spent first, in preventing disputes, and secondly, in settling them when they do arise. But there are a large number of cases that cannot be settled satisfactorily, and for them nothing can take the place of a proper hearing before a competent tribunal. A settlement dictated by mere inability to face the cost of litigation is always unsatisfactory and leaves a rankling sense of injustice behind it.

In saying this I have no desire to belittle the merits of the new procedure. It is a great step in the right direction, but I am convinced that something far more drastic is required, especially for dwellers in the country.

The general outlines of the scheme are set out in the proposals at the end of this paper. The central proposition is to confer unlimited jurisdiction upon the county courts, subject to the power to transfer any action to the High Court for any sufficient reason, with a concurrent power of the High Court to remit any action to the county court. Such a proposal would be, in effect, a reversion to the ancient system of this country before the centralising and anti-feudal policy of the Plantagenets concentrated the common law business in the King's Court, and the "Piety or love of fees" of the Chancellors concentrated the equity business in the Court of Chancery.

I do not propose to try your patience by contending in the best eighteenth century manner that our noble forefathers carried in their bosoms, while wandering in the forests of Germany, all the essential principles of the modern English constitution. It is more to the purpose to note that in essentials the system for which I am contending obtains or survives in Scotland and is the basis of their system of judicature. It is surely worth while to consider whether such a system does not possess merits that deserve our consideration in the present times of poverty.

It is probable that considerable support would be forthcoming for a substantial increase in the present jurisdiction of the county courts. Several of the provincial societies expressed that view in answer to the circular to which I have referred. But I am contending that the time is ripe for a scheme that is both comprehensive and logical.

The limit of jurisdiction measured by an arbitrarily chosen sum of money is a taint that the modern county courts have ratained from their birth. The original County Courts Acts of 1846 imposed a limit of £20 in cases of contract and £10 in cases of tort. The scheme in fact was to set up a system of courts for the recovery of small debts to take the place of the Courts of Request that then existed in certain parts of the country. Even then the Bill was before Parliament for fifteen years before it passed into law (the story may be read in the lives of Lyndurst and Brougham) and it is clear that it only reached the statute book in the face of interested opposition upon the time-honoured plea : "Is it not a little one ?"

Increases of jurisdiction have since taken place, but the original principle of a money limit remains. A further increase of the money limit would be a palliative and not a cure, because the principle is as indefensible in theory as it is inconvenient in practice. Can anyone suggest any convincing reason why a plaintiff with a perfectly good claim for say, £120, has to abandon £20 of it if he wishes to bring the action in the county court ; or why the county court should be competent to foreclose a mortgage for £495, but is quite incompetent if the mortgage happens to be for £505 ?

At the same time the power to transfer on the part of the county court and the power to remit on the part of the High Court are an essential part of the system proposed. Nobody would be foolish enough to suggest that a case like *The Bank of Portugal* v. *Waterlow*, or a complicated patent action, or indeed any case the hearing of which is likely to occupy more than one day, could be fairly or efficiently tried in the county court without detriment to the routine work of that court.

It is not possible to lay down in advance any precise test for differentiating an action suitable for the High Court from one suitable for the county court, but I do not think that in practice the matter would cause any great difficulty. The decision would rest in the first instance with the plaintiff and his advisers, and as our branch of the profession have been granted the responsibility of certifying that cases are fit for trial under the New Procedure Rules, I feel confident that in the vast majority of cases they would be able to decide upon the cases that are suitable for county court trial with common sense and discretion. In any case, it would be open to the other party to object, and sensible masters and registrars would be able to deal with the border-line cases.

A good example of the type of case that could be tried in the county court is the action for negligence arising from a motor car collision, commonly called a running-down case. At a recent assizes in my county no less than fourteen cases out of a total eighteen were of this character. The facts involved in such cases are often less difficult, and the money at stake is often less, than in workmen's compensation cases where the county court has exclusive jurisdiction. It can hardly be suggested therefore that the county courts could not try them with at least equal dissatisfaction to the unsuccessful party.

There is no real question as to the comparative cost of a High Court trial and a county court trial, and I think I am fairly within the mark in saying that on the average the cost of trying a case in the county court is about half that of trying the same case in the High Court. When both the parties live in the same locality the incidental expenses both to the parties and to their witnesses are far less than the cost of attendance even at a central assize town, and in any county court where the business arrangements are efficient, there is a practical certainty that the case will be tried on the day for which it has been set down.

If economy in litigation is desired, then the trial of cases in the county court is the best way to secure it.

Besides workmen's compensation cases, where jurisdiction is unlimited and exclusive, the county court has a similar jurisdiction in bankruptcy, and in companies winding up where the capital of the company does not exceed £10,000. It is within my own knowledge that under the last-named heading a county court disposed of a misfeasance summons where the amount claimed was £30,000, though only £800 was actually awarded. Yet the same court could not entertain a sale of goods case for £105. Except for the fact that Latin quotations are out of fashion, it would be tempting to say *Res ipsa loquitur*.

A considerable portion of the proposed reforms could be effected without legislation under the powers contained in the Judicature Act, 1925, s. 70. That section deals with commissioners of assize and other commissioners, and gives to the persons named in the commission :—

> "the duty of trying and determining within any place or district specially fixed for that purpose by the commission, any causes or matters, or any questions or issues of fact or of law or partly of fact and partly of law in any cause or matter depending in the High Court," etc.

This is very wide language and by sub-s. (3) "any judge of County Courts" is expressly named as a person who may be appointed a commissioner.

Though I am not in any way an advocate of delegated legislation, it does seem feasible to carry out a large part of the scheme—at least experimentally—without any further authority from Parliament.

To prevent any misunderstanding it would be well to add that these proposals are in no way intended to lessen the privileges of the Bar. The object in view is economy in the cost of litigation, and not to give our branch of the profession rights of audience that it does not now possess and which most of us have no desire to acquire.

In practice it is customary to brief counsel in all cases of importance in the county court, but, in my opinion at least,

counsel should retain their exclusive right of audience in the mass of cases that it is now sought to bring within the ambit of the county court.

The scheme that I put before you is intended to be an outline for discussion. Any criticisms of detail would be welcomed, and I have no doubt that in more competent hands than my own the scheme could be greatly improved, but the main principle I commend to the favourable consideration of the profession.

The proposals are as follows :—

(1) That every person shall have the right to bring in the appropriate county court any civil action in contract or tort, subject to the power of the registrar or judge of the county court to transfer any such action to the High Court because of the time that it would take to try, or of the importance or value of the matters in dispute, or for any other sufficient reason.

(2) That a like jurisdiction in equity should be conferred upon the county court, subject to a like power to transfer to the High Court.

(3) That the High Court shall have power to remit any action to the county court whenever it shall appear advisable to do so.

(4) That for the purpose of giving immediate effect to the principle of the above proposals, full use should be made of the powers conferred by the Judicature Act, 1925, s. 70.

(5) That every registrar of a county court, the district of which has a population of 50,000 or more, should be appointed a district registrar of the High Court.

(6) That the powers of registrars of the county court to try actions of debt should be substantially increased, subject to an appeal to the judge.

(7) That all appeals from the county court should go direct to the Court of Appeal and not to the Divisional Court.

Mr. J. A. Howard-Watson (Liverpool) doubted that it was altogether advisable to stress the question of economy so much. Economy was a good thing, but let it not go forth to the general public, he urged, that The Law Society encouraged people to "go where the litigation was cheapest." It was more important that justice should be done most properly and speedily. The salaries and number of the county court judges might have to be increased, and a better class of men would consequently be appointed, but he did not understand the author's desire that the Bar should keep its exclusive right of audience. Where, then, he asked, would economy come in? It was common knowledge that if counsel were employed on a fairly long case a heavy bill might be accumulated even in the county court. The desirable thing was that the solicitor should have an equal right of audience at the option of the client. More important than extending the money limit was the necessity that cases involving slander, libel, breach of promise and other issues at present excluded should be placed within the county courts' jurisdiction. The idea of their exclusion might have been to prevent them from being brought too easily, but he advocated letting the public bring them if it wanted to.

Mr. C. L. Nordon (London) remarked that the reader had endeavoured to suggest lines upon which his proposed reforms could be made to harmonise with the New Procedure; he disagreed with this aim, and maintained that the New Procedure was a hollow sham and would get the litigant no farther forward towards a speedy decision. In his opinion, just as one swallow was not the harbinger of the approach of summer, one Swift brought the suitor no nearer to the day of judgment. If the litigant won in the court of first instance and was reversed on appeal, he had to pay two sets of costs; learned judges should, Mr. Nordon thought, hold office not "*quamdiu se bene gesserint*," but so long as they were not reversed too frequently on appeal. If county courts were to have increased jurisdiction, it would be necessary to choose judges capable of dealing with the more important work.

Sir Reginald Poole (London) pointed out the difficulty that might occur with the Treasury if all this important work were given to the county court. Its work would be so increased that the present county court judges, who were in many cases very much overworked as it was, would decline to do it for the same money. Others would be necessary, and the Treasury would say that their salaries could not be afforded. Moreover, one of the lecturer's postulates had been that no case which was likely to occupy a day should be remitted to the county court; the cases which came before the High Court at present averaged about a day each. This fact seemed to him a grave disadvantage of the proposal, but, further and more important, he could not conceive a system under which the jurisdiction which existed in the High Court could be transferred wholesale to the county court at the will of the plaintiff, possibly with the concurrence of the registrar. He had great respect for the county courts and their judges, but a greater respect for the judges of the High Court, and he could not conceive that any solicitor advising a client on a matter of importance and having to choose between the two alternatives would hesitate for one moment.

Mr. A. L. Bryden (London) remarked that it was most objectionable that a litigant should have his case tried by a court in which he had not the fullest confidence. Therefore, even if the proposals were accepted, it was most necessary that the defendant should always have the option without any control of transferring the case to the High Court.

Mr. W. W. Gibson (Newcastle-upon-Tyne) suggested that reforms on these lines would also come up against the Treasury over county court buildings, some of which were nothing short of a scandal—inadequate, far too small, dirty, and not fit to be courts of justice. He added the suggestion that the registrar's jurisdiction to try small debt cases without right of appeal to the judge should be increased to a considerable extent. In most courts the registrar knew the people and their circumstances and was perfectly competent; this measure would relieve the judges of a good deal of work and the change would be an advantage rather than a detriment to the litigants.

Mr. F. G. Jackson (Leeds) pointed out that if the speakers all had their way and both the Divisional Court and the Court of Appeal were abolished, nothing would be left but the House of Lords.

Mr. Carlile Davis (Plymouth) observed that if the Divisional Court were abolished as the court of appeal for the county court, it would be necessary to increase the number of Lords of Appeal. He suggested that the Divisional Court should be retained as the final court of appeal for certain classes of cases.

Mr. Reginald Armstrong (Leeds) said that he was impressed by the large number of somewhat trumpery cases tried by the Assizes in his town. These might equally well be tried in the county court.

(*To be continued.*)

[We regret that, through an oversight, the name of Sir Reginald Poole, the Vice-President of The Law Society, was omitted from the list of members of the Council of the Society attending the meeting at Bristol last week.—Ed., *Sol. J.*]

Legal Notes and News.

Honours and Appointments.

Mr. T. Howard Deighton, solicitor, of 90, Cannon-street, London, E.C.4, has been appointed Under-Sheriff for the City of London by Mr. Sheriff W. Lacon Threlford. Mr. Deighton has many times previously served the office of Under-Sheriff.

Mr. Cyril Turner, solicitor, Paternoster-row, has been elected unopposed a member of the Corporation of London, in succession to Mr. Herbert J. Dorée, who recently retired.

Mr. C. B. Hutchinson, solicitor, a member of the firm of Messrs. Hutchinson and Buchanan, of Ripon, has been appointed to a seat on the Yorkshire Board of the Sun Insurance Company.

The Parliamentary Secretary to the Ministry of Health, Mr. G. H. Shakespeare, M.P., has appointed Mr. Kenneth McGregor to be his private secretary.

Professional Announcements.

(2s. per line.)

Messrs. Benham, Synnott & Wade, of Suffolk-house, Laurence Pountney Hill, Cannon-street, E.C., have pleasure in announcing that as from 1st October, 1932, they have admitted into partnership Mr. H. R. C. Hall, who has been associated with them for some years. The name and address of the firm will remain unchanged.

The Solicitors' Mortgage Society, Ltd. (formed by Solicitors for Solicitors), invites particulars of Funds or Securities. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

Inns of Court Lectures.

During the Michaelmas educational term at the Inns of Court, the Readers and Assistant Readers of the Council of Legal Education will lecture on the subjects of the Bar Examination. The lectures will be delivered in the lecture rooms at Gray's Inn. Prospectuses may be obtained from the Secretary to the Council of Legal Education, 15, Old Square, Lincoln's Inn, W.C.2.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I Mr. JUSTICE EVE. Non-Witness	Mr. JUSTICE MAUGHAM. Witness. Part II.
M'nd'y Oct. 17	Mr. Jones	Mr. More	Mr. Blaker	Mr.*Jones
Tuesday .. 18	Ritchie	Hicks Beach	Jones	Hicks Beach
Wednesday 19	Blaker	Andrews	Hicks Beach	*Blaker
Thursday . 20	More	Jones	Blaker	Jones
Friday 21	Hicks Beach	Ritchie	Jones	*Hicks Beach
Saturday .. 22	Andrews	Blaker	Hicks Beach	Blaker

DATE.	GROUP I. Mr. JUSTICE BENNETT. Witness Part I.	Mr. JUSTICE CLAUSON. Witness Part II.	GROUP II. Mr. JUSTICE LUXMOORE. Witness Part I.	Mr. JUSTICE FARWELL. Non-Witness.
M'nd'y Oct. 17	Mr.*Hicks Beach	Mr. More	Mr.*Ritchie	Mr. Andrews
Tuesday .. 18	*Blaker	*Ritchie	*Andrews	More
Wednesday. 19	*Jones	Andrews	*More	Ritchie
Thursday . 20	*Hicks Beach	*More	Ritchie	Andrews
Friday 21	Blaker	Ritchie	*Andrews	More
Saturday .. 22	Jones	Andrews	More	Ritchie

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

MICHAELMAS SITTINGS 1932.

COURT OF APPEAL.

APPEAL COURT No. 1.

Wednesday, 12th October.—Exparte Applications.
Thursday, 13th October. — Original Motions, Interlocutory Appeals from the Chancery and Probate and Divorce Divisions, and if necessary, Chancery Final Appeals.
Chancery Final Appeals will be continued until further notice.

APPEAL COURT No. II.

Wednesday, 12th October.—Exparte Applications.
Thursday, 13th October. — Original Motions, Interlocutory Appeals from the King's Bench Division and King's Bench Final Appeals.
King's Bench Final Appeals will be continued until further notice.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

GROUP I.

Before Mr. Justice EVE.

(The Non-Witness List.)

Mondays ....Chamber Summonses.
Tuesdays ....Short Causes, Petitions, Further Considerations and Adjourned Summonses.
Wednesdays .Adjourned Summonses.
Thursdays ..Adjourned Summonses. Lancashire Business will be taken on Thursdays, the 20th October, 3rd and 17th November, and 1st and 15th December.
Fridays .....Motions and Adjourned Summonses.

Before Mr. Justice MAUGHAM.

(The Witness List. Part II.)

Mr. Justice MAUGHAM will sit daily for the disposal of the List of longer Witness Actions.

Before Mr. Justice BENNETT.

(The Witness List. Part I.)

(*Actions, the trial of which cannot reasonably be expected to exceed* 10 *hours.*)

Mondays ....Companies (Winding up) Business.
Tuesdays, Wednesdays, Thursdays, Fridays .. } The Witness List. Part I.

GROUP II.

Before Mr. Justice CLAUSON.

(The Witness List. Part II.)

Mr. Justice CLAUSON will sit daily for the disposal of the List of longer Witness Actions.

Before Mr. Justice LUXMOORE.

(The Witness List. Part I.)

(*Actions, the trial of which cannot reasonably be expected to exceed* 10 *hours.*)

Mondays ....Bankruptcy Business.
Tuesdays ... Wednesdays Thursdays .. Fridays ... } The Witness List. Part. I.

Bankruptcy Judgment Summonses will be taken on Mondays the 24th October, 14th November and 5th December.
Bankruptcy Motions will be taken on Mondays, the 17th October, 7th and 28th November.

Before Mr. Justice FARWELL.

(The Non-Witness List.)

Mondays ....Chamber Summonses.
Tuesdays ...Motions, Short Causes, Petitions, Procedure Summonses, Further Considerations and Adjourned Summonses
Wednesdays .Adjourned Summonses.
Thursdays. ..Adjourned Summonses.
Fridays .....Motions and Adjourned Summonses.

A Divisional Court in Bankruptcy will sit on Mondays the 31st October, 21st November, and 12th December.

THE COURT OF APPEAL.

A List of Appeals for hearing, entered up to Friday, 30th September, 1932.

FROM THE CHANCERY DIVISION.

(Final List.)

The Paterson Engineering Co Ltd v The Candy Filter Co Ltd (pt hd)
Re Davies Lloyds Bank Ltd v Davies
Corfield v Frenkel
Harper v G N Haden & Sons Ltd
Re Scientific Poultry Breeder's Association Ltd Re Companies Act, 1929
Re Trade Marks Acts, 1905-1919 Re Columbia Graphophone Co Ltd's Trade Marks Nos. 288624, 324745 and 407537
Re Morriss Morriss v Morriss
Silverman v Silverman
The Joint Council of Qualified Opticians v Toye
Re Metduro Ltd Re The Companies Act, 1929
Re Same Re Same
Re Same Re Same
Hunt v Aves
Sykes v Williams
The Broken Hill Proprietary Ltd v Latham
Cousins v Sun Life Assurance Society
Same v Same
Re Kimmins Wetherill v Lowe
Re William Metcalfe & Sons Ltd Re Companies (Consolidation) Act, 1908
Attorney-General v Mears
Webster v Webster
Same v Same

FROM THE COUNTY PALATINE COURT OF LANCASTER.

(Final List.)

Re Stanley Hett v Attorney-General of the Duchy of Lancaster

FROM THE PROBATE AND DIVORCE DIVISION.

(Final List.)

Divorce Re Petition of A L H Beaumont Re Fund in Court
Probate Re Vardy Vardy v Smith
Divorce Randall A T v Randall M (Soper co-resp)
Probate Re Slaney Jones v Treasury Solicitor

FROM THE CHANCERY DIVISION.

(In Bankruptcy.)

Re a Debtor (No. 638 of 1930) Expte The Debtor v The Petitioning Creditor and The Official Receiver (adjd to Nov 25 1932)
Re a Debtor (No. 401 of 1932) Expte The Debtor v The Petitioning Creditor and The Official Receiver (adjd to Jan 1933)
Re a Debtor (No. 567 of 1932) Expte The Debtor v The Petitioning Creditor and The Official Receiver
Re a Judgment Debtor (No. 1815 of 1932) Expte the Judgment Debtor v The Judgment Creditor
Re a Debtor (No. 780 of 1932) Expte the Debtor v The Petitioning Creditors
Re M C Harman Expte the Bankrupt v The Official Receiver
Re a Debtor (No. 730 of 1932) Expte The Debtor v The Petitioning Creditors

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.

(Interlocutory List.)

Freshwater v The Bulmer Rayon Co Ltd
Re Maybury Maybury v Lockett
Stacy v Hagon
Re Jenkins Jenkins v Spencer

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

(For Judgment.)

Hill v Aldershot Borough Council

(For Hearing.)

Newsham v Manby
Arcos Ltd v The London and Northern Trading Co Ltd
Same v Same
Levy v George Cohen Sons & Co Ltd
The St James' & Pall Mall Electric Light Co Ltd v The Assessment Committee of the City of Westminster
Simon v Pawsons & Leafs Ltd
The London & North Eastern Railway Co v The Furness Shipbuilding Co Ltd
Underfeed Stoker Co Ltd v Vickers Boiler Co Ltd
Re The Arbitration Act 1889 The Motor Union Insurance Co Ltd v Mannheimer Versicherungsgesellschaft
Berryman v A Younger Ltd
Maloney v The St Helens Industrial Co-operative Society Ltd
Bonallack & Sons v Young
George W King Ltd v Harvey
Woodcock v Skeenar
Storey v Storey
Koch v Dicks
Wheeler v Morris
Inglis v Proudfoot
Green v British Celanese Ltd
Marsden v Same
Rudd v Elder Dempster & Co Ltd
James v Audigier
Gabriel Wade and English Ltd v Waddell
Clacton Pier Ltd v Palmer
M R S Ltd v Beer
Moore v Lawrence
Winant v Keeling
Canham v Robins
Higgins v Blythe
Burnett v Thompson
Dew v Thomas
Harris v The Cliftonville Club Ltd
Chamberlain v Howard
Patman v Riches
Same v Same
Tobert v Turner
Robinson v Tapsell
Baird v Elliott Brothers (Bournemouth) Ltd
Ross v Richard Hodgson & Sons Ltd
The British Co-operative Society Ltd v The Revenue Officer for the Bristol Assessment Area
Cluley v Pritchard
Saunders v MacFisheries Ltd.
Thompson v Lester
Re Married Women's Property Act, 1882 Re M Mezger and E Mezger (his wife)
Ridley v Kaufman
Cammell Laird & Co Ltd v The Manganese Bronze and Brass Co Ltd
Same v Same
The King v Stepney Corporation
Berner v Elcock
Mason v Corning (Morrison and ors Third Parties)
Kenward v Jempson & Son
The British Trawlers Federation Ltd v London & North Eastern Railway
Glassbrook Brothers Ltd v Leyson
D'Usez v Shephard
Laxon v Jackson
McLeod v McLeod
Jonas Sharp & Son Ltd (in voluntary liquidation) v Lloyds Bank Ltd.
Higbid v E C Hammett Ltd
Re Agricultural Holdings Act 1923 Oxtoby v The Allerton & Rothwell Haigh Estates Ltd
Saunderson v McQuilkin
Butterworth Hall Spinning Co (1919) Ltd v Chapman
Canvey Island Commissioners v Gas Light & Coke Co
Wyatt v Kreglinger & Fernau
Morse's Ltd v Crowhurst

FROM THE KING'S BENCH DIVISION.

(REVENUE PAPER—FINAL LIST).

Hennell v Commissioners of Inland Revenue
Himley Estates Ltd v Commissioners of Inland Revenue
Attorney-General v Moore
Re Aidall Ltd Re Companies (Consolidation) Act 1908 (from Chancery Final List)
The European Investment Trust Ltd v Jackson (Inspector of Taxes)

H Collier & Sons Ltd (in Liquidation) v Commissioners of Inland Revenue
Attorney-General v The Arts Theatre Club, London, Ltd

(Interlocutory List).

Elliman v First National Pathe Ltd (s.o. May 24)
Fox Film Corporation v Ostrer
Gurney v Grimmer
Funk and Wagnalls Company v Epstein

FROM THE ADMIRALTY DIVISION.

(Final List).

With Nautical Assessors.

Owners of Motor Vessel "Chisone" v Owners of Motor Vessel "Haliotis"
Owners of ss "Oakford" v Owners of ss "Portia"
1930—Folio 275 Owners of ss "Agility" v The Company of Proprietors of Selby Bridge
1931—Folio 264 Owners of the French ss "Florida" v Captain C E Kennedy-Purvis

(Interlocutory List).

Smith v Owners of ss "Zigurds" and her freight (E A Casper Edgar & Co Ltd Interveners)

APPEALS

Re The Workmen's Compensation Acts

(From County Courts).

Krangel v Kramer
Webb v The Southern Railway Company
Rich v Partridge Jones & John Paton Ltd
Matthews v Harland & Wolff Ltd
Davis v McNamara & Co (1921) Ltd
Davies v The Bettisfield Colliery Ltd
The Englefield Collieries Ltd v Roberts
McNicholas v West Leigh Colliery Co Ltd
Flinders v A A Jones & Shipman Ltd
Paulley v Aveling & Porter Ltd
Jarvis v The Ashington Coal Co Ltd
Same v Same
Scott v Pearson & Dorman Long Ltd
Price v Amalgamated Anthracite Collieries Ltd
Swann v Hudsons Ltd
Owens v The Llay Main Collieries Ltd

CHANCERY DIVISION
APPEALS AND MOTIONS IN BANKRUPTCY.

Pending 1st October, 1932.

Appeals from County Courts to be heard by a Divisional Court sitting in Bankruptcy.

Re E N de Vere Dawson Expte The Bankrupt v the Petitioning Creditors and the Official Receiver
Re a Debtor (No. 35 of 1932) Expte the Petitioning Creditor v the Debtor
Motions in Bankruptcy for hearing before the Judge.
Re Horne, H S Expte G D Pepys, Liquidator of Associated Anglo Atlantic Corporation v The Trustee
Re Simms W Expte The Trustee v William Simms Ltd, Sydney Harold Gillett, Receiver (pt hd)
Re Bernstein L Expte M Cohen and D Schama v The Trustee
Re Cox A Expte The Trustee v S A Cox
Re Fine, S Expte H Plotkin v The Trustee
Re Fisher L M Expte A Frischer v The Trustee under a Deed of Assignment, dated Aug 25, 1931
Re Barnard W H Expte Eva Barnard v The Trustee
Re Princeman L Expte The Trustee v Mortimers (London) Ltd
Re Rosenfeld, A Expte The Trustee v Louis and Leah Stinnerman

In Court (as Chambers).

Re Sir Arthur Wheeler Expte The Trustee v Edwin Jelly (motion for directions)
Re Burn J Appln for an order to review the taxation of the costs of the Respondents to certain Appeals
Re Kaye M L Adjd Appln for an Order that an Agreement dated Aug 29, 1932 as amended be approved by the Court and that costs be paid out of the assets

HIGH COURT OF JUSTICE.—CHANCERY DIVISION.

There are Three Lists of Chancery Causes and matters for hearing in Court. (I) Adjourned Summonses and Non-Witness actions; (II) Witness Actions Part I (*the trial of which cannot reasonably be expected to exceed* 10 *hours*) and (III) Witness Actions Part II; every proceeding being entered in these lists without distinction as to the Judge to whom the proceeding is assigned. During the Sittings there will usually be two Judges taking each of these lists and warning will be given of proceedings next to be heard before each Judge. Applications in regard to a "warned" matter should be made to the Judge before whom it is "warned."

Applications in regard to a proceeding which has not been "warned," should usually be made to the senior of the two Judges taking the list in which the proceeding stands.

Motions, Short Causes, Petitions and Further Considerations will be taken by that one of the Judges taking the Non-Witness List who belongs to the group to which the proceeding is assigned.

Group I.—Mr. Justice Eve, Mr. Justice Maugham and Mr. Justice Bennett.

Group II.—Mr. Justice Clauson, Mr. Justice Luxmoore and Mr. Justice Farwell.

MICHAELMAS SITTINGS, 1932.

The Adjourned Summons and Non-Witness List will be taken by Mr. Justice Eve and Mr. Justice Farwell.

The Witness List Part I will be taken by Mr. Justice Luxmoore and Mr. Justice Bennett.

The Witness List Part II will be taken by Mr. Justice Clauson and Mr. Justice Maugham.

Motions, Short Causes, Petitions and Further Considerations in matters assigned to Judges in Group I will be heard by Mr. Justice Eve.

Motions, Short Causes, Petitions and Further Considerations in matters assigned to Judges in Group II will be heard by Mr. Justice Farwell.

Companies (Winding up), Liverpool and Manchester District Registries and Bankruptcy business will be taken as announced in the Michaelmas Sittings Paper.

Set down to October 1st, 1932.

Mr. Justice Eve and Mr. Justice Farwell.

Adjourned Summonses and Non-Witness List.

Before Mr. Justice Eve.

Procedure Summons.

Perrott v Simpson

Further Consideration.

Re Carpenter Carpenter v Gilchrist

Before Mr. Justice Farwell.

Retained Matters.

Re Boyer Nethercoat v Lawrence (pt hd)

Witness List. Part I.

Bragge v Mansfield-Haysom (pt hd) (fixed for Oct 13)
Macey v Muskett (pt hd) (s.o. to Nov 16)
Aronson v The London & Northern Trading Co Ltd

Procedure Summons.

Parkins v Carr & Co

Further Consideration.

Re Weinbaum Joseph v Adler

Mr. Justice Eve and Mr. Justice Farwell.

Adjourned Summonses and Non-Witness List.

Re Hulton Strickland v Colley
Re Woods Woods v Woods
Re Societe Intercommunale Belge d'Electricite Feist v The Company
Re Burnett and Rowbotham's Arbitration Re The Arbitration Act 1889 Special case.
Re Shole Douglass v Jones
Re Merton Public Trustee v Sanders-Clark
Re Moore Palphramand v Burton
Re Bettens Abercromby v Thomas
Re Johnson Cordery v Johnson
Re Mayo Westminster Bank Ltd v Mayo
Re Porter Public Trustee v Porter
Re Allwood Wright v Allwood
Re Foster Foster v Hollier
Re Lucas Lucas v Egan
Re Taylor Stow v Long
Re Morgan Lowrie v Clode
Re Allbrook Allbrook v Williams (restored)
Re Metropolitan Life Assurance Society's Policy on life of George Hicks and re The Life Assurance Companies (Payment into Court) Act 1896
Re Alston-Roberts-West Settled Estate Burrell v Alston-Roberts West
Re Robinson Robinson v Robinson
Re Brown Poole v Brown
Re Dover Dover v Dover
Re Cranstoun National Provincial Bank Ltd v Cranstoun
Re Westminster's Settled Estates Westminster v McKenna
Re Taylor Public Trustee v The Royal United Kingdom Beneficient Association
Re Hanlon Heads v Hanlon
Re Masham Huntley v Moseley
Re Thomson Mahon v Kelly
Re Fife, dec
Brock v James
Re Ovens Thomas v Thomas
Re Butler Lloyds Bank Ltd v Ford
The National Council of the Young Men's Christian Associations of India, Burma and Ceylon v The National Council of Young Men's Christian Associations (Incorporated) Action without witnesses
Re Jackson Beattie v Murphy
Re Hall Williams Fardon v Hall
Eagle Star & British Dominions Insurance Co Ltd v Corbett's Trustee
The Mullard Radio Valve Co Ltd v Lissen Ltd
Re Jacobs Goldman v Jacobs
Re Walton Palmer v Walton
Re Shatwell Greenwood v Greenwood
Re Walker Chambers v Little
Re Young Lloyds Bank Ltd v Robinson
Re Williams Williams v Parochial Church Council of the Parish of All Souls, Hastings
Re Moffat Jackson v Jupp
Re Stephenson Batty v Stephenson
Re Broome Ritchings v Jackson

Mr. Justice Clauson and Mr. Justice Maugham.

Witness List. Part II.

Before Mr. Justice Clauson.

Retained Adjourned Summonses.

Re The Patents & Designs Acts 1907-1928 Re John Glen & Sons registered Designs (fixed for Oct 13 at 10.30)
Re Malcolmson Elliott v Teesdale (pt hd) (fixed for Oct 13)
Re de Nicols de Nicols v Curlier
Re Hanbury Comisky v Hanbury
Re Same Same v Same
Re Same Same v Same

Before Mr. Justice Maugham.

Retained Action.

Attorney-General v Wright (fixed for Oct 13)

Mr. Justice Clauson and Mr. Justice Maugham.

Witness List. Part II.

Re Symphony Gramophone & Radio Co Ltd Re The Companies Act 1929
British Celanese Ltd v British Acetate Silk Corporation Ltd
British Celanese Ltd v Courtaulds Ltd
Schintz's Trustee v Wyatt
The Ormond Engineering Co Ltd v Knopf (not before Oct 17)
Grenier v J & E Atkinson Ltd

Wright v Leyburn Rural District Council
Lickfold v Walters "Palm" Toffee Ltd
Kelly v Cinema House Ltd
Re Manor of Ealing Elden v Dalton (restored)
Drummond v Demoulins
Cornish Kaolin Ltd v Varcoes China Clays Ltd
Bell v Harvey
Wheelden v Wheelden
Re Huggett Huggett v Huggett
Seaton v Slama
Marconi's Wireless Telegraph Co Ltd v J B Cramer & Co Ltd
Middleton v Walters "Palm" Toffee Ltd
Mostyn Estates Ltd v The Darwen and Mostyn Iron Co Ltd
Hazeltine Corporation v The Gramophone Co Ltd
Gibbs v Grimshaw
O'Hanlon v Burnett
Pease v Preston
Zweier's Trustee v King
Fredjohn's Trustee v Arscott
Re Roberts Roberts v Roberts
Smith v Evangelization Society Incorporated Trust
Re Harvey Houghton v Harvey
The Triplex Safety Glass Co Ltd v Acetex Safety Glass Ltd
McCreath v South Shields Corporation
Snelling v Clowes Hickley and Heaver
Bird v Reddish (restored)
The Imperial Picture Palace Ltd v The Regal Cinema (Warrington) Ltd
The London Housing Society Ltd v Steedman
Bryant & May Ltd v United Match Industries Ltd
Re Richardson Reihardson v Nicholson
Irving's Yeast Vite Ltd v The Watford Pharmacies Ltd
Brown v Ravenscroft
Cocks v Meredith
Cruse v Mount
Lemmens v Trist
Levy v Ardath Tobacco Co Ltd
Re Dwa Plantations Ltd Carvalho v The Company
Marconi's Wireless Telegraph Co Ltd v Philco Radio and Television Corporation of Great Britain Ltd
Alexander v The New Zealand Sulphur Co Ltd
Administrator of German Property v Knoop
Re Galinski Cohen v Galinsky
The British Association of Glass Bottle Manufacturers Ltd v The British Hartford Fairmont Syndicate Ltd
St. Mellons Rural District Council v Williams
Sparling v Sparling
Drummond v Peel
Re The Patents & Designs Acts, 1907-1928 Re John Glen and Sons Registered Designs Nos. 308957. 309240, 308956, 308952, 308955 and 308954
Back v Back & Manson
Davies v Fraser
Taylor v Hodders Ltd
Burl v Bell
Lowther v Holdsworth
Meiklejohn v Campbell
F Thornton & Co Ltd v Cross
Akeroyd v Strange
Dell'Elmo v British Sound Films Productions Ltd (restored)
British Swiss International Corporation Ltd v Smith
Roden v Medley Hartmann & Co Ltd
Re The Marina Theatre Ltd Re The Companies Act, 1929
J Edmonds & Sons v The Gillingham Portland Cement Co Ltd
Edwards v Littleton Collieries Ltd.
Re Petition of Right of Liverpool Corporation
Paine v Reigate Corporation
Re Sangwin Freeman v Todd
Clark's Trustee v Clark
Wilson v Henry W Gibbs Ltd

Mr. Justice LUXMOORE and Mr. Justice BENNETT.

Witness List. Part I.

Actions, the trial of which cannot reasonably be expected to exceed 10 hours.

Before Mr. Justice LUXMOORE.

For Judgment.

Witness List. Part II.

A G fur Industriegasverwertung v British Oxygen Co Ltd

For Hearing.

Retained Actions.

Witness List. Part II.

Bleachers Association Ltd v Chapel-en-le-Frith Rural District Council (restored) (fixed for Oct 13)
British Oxygen Co Ltd v Gesellschaft Fur Industriegasverwertung mbH (fixed for Oct. 13)

Assigned Petition.

Re Van Iterson and Kuyper's Letters Patent Re Patents and Designs Acts 1907-1928

Before Mr. Justice BENNETT.

Retained Matters.

Heyder v Hopkinson
Banque Monod v Madlener

Petitions.

Alliance Bank of Simla Ltd (to wind up—ordered on Dec 21 1931 to s.o. generally—liberty to restore)
Dwa Plantations Ltd (same—s.o. from June 20 1932 to Mar 6 1933)
Britivox Ltd (same—ordered on Nov 16 1931 to s.o. until action disposed of—liberty to restore)
General Accessories Co Ltd (same—s.o. from July 11 1932 to Oct 17 1932)
Southern Roadways Ltd (same—s.o. from July 25 1932 to Oct 24 1932)
Herbert Nicholls Ltd (same—s.o. from June 27 1932 to April 30 1934)
Cambria & Border Cinemas Ltd (same—s.o. from July 18 1932 to Nov 7 1932)
Edison Bell Ltd (same—s.o. from July 18 1932 to Oct 31 1932)
County Tailoring Co (Southern Branches) Ltd (same—ordered on Sept 7 1932 to s.o. to come on with scheme of arrangement)
Non-Inflammable Film Co Ltd (same—s.o. from July 18 1932 to Oct 17 1932)
A D Robertson Ltd (same—ordered on Sept 7 1932 to s.o. to come on with scheme of arrangement)
Lloyds Millineries Ltd (same—s.o. from July 25 1932 to Oct 24 1932)
Clifton's Coffee Co Ltd (same—s.o. from July 25 1932 to Oct 24 1932)
Clarke Sharp & Co Ltd (same—s.o. from Aug 24 1932 to Oct 17 1932)
Finchley Theatre Co Ltd (to wind up)
W H Hilton & Co Ltd (same)
Sand Hutton Light Railway Co (same)
G Osborne Ltd (same)
Gateshead Association Football Club Ltd (same)
London Cinemas Ltd (same)
Levine & Co (1927) Ltd (Same)
Kaye's Manufacturing Co Ltd (same)
Fanfare Ltd (same)
London Trade Sale Rooms Ltd (same)
United Women's Homes Association Ltd (same)
S Moss Ltd (same)
Alex L Nathan & Co Ltd (same)
M Herscovitch Ltd (same)
Accrington Motor Services Ltd (same)
Australian & General Asbestos Co Ltd (same)
Ward Electrical Co Ltd (same)
Thomas Turner & Co (Sheffield) Ltd (same)
Lighting Efficiency Ltd (same)
M Martin & Sons Ltd (same)
Standard Export Co Ltd (same)
Regency Manufacturing Co Ltd (same)
Commercial Coaling Co Ltd (same)
Winbourne Ltd (same)
Paulsen Ltd (same)
British Trust & Banking Co Ltd (same)
Superior Fish Restaurants Ltd (same)
Riley Construction Co Ltd (same)
Princes Fur Co Ltd (same)
Praetor Co Ltd (same)
Leading British Tailors Ltd (same)
Pacific Petroleum Ltd (same)
Coni & Company Ltd (same)
Ekaterinburg Syndicate Ltd (same)
Balfour Fur Manufacturing Co Ltd (same)
Brixton Amusements Ltd (same)
Arthur D Snow Ltd (same)
Donald Cufflin Ltd (same)
Charles Gessman Ltd (same)
J Danek Ltd (same)
Standard File & Stationery Co Ltd (same) (Manchester District Registry)
Brocks Ltd (same)
Olympia (Blackburn) Ltd (same)
Exchange (Blackburn) Ltd (same)
Stockwell Amusements Ltd (same)
New Central Hall Blackburn Ltd (same)
Walthom Ltd (same)
Picture Halls (Hulme) Ltd (same)
B Humphreys & Co Ltd (same)
Mechanism Ltd (same)
Bladen Dairies Ltd (same)
Phormium Cavity Blocks Ltd (same)
Tattershall & District Gravel Co Ltd (same)
Australian Travel Service Ltd (same)
British Bristles Processes Ltd (same)
Sharpe & Rose Ltd (same)
T Jackson & Sons Ltd (same)
City Rag & Metal Stores Ltd (same)
J M Newton Wharfingers Co Ltd (same)
R E Bennett Ltd (same)
Joseph Phillips Ltd (same)
Dixon & Sepulchre Ltd (same)
John Walford Ltd (same)
A C Barnes & Co Ltd (same)
D Rose (Osborne Street) Ltd (same)
S C Clark & Co Ltd (same)
J Holbrook & Tattersall Ltd (same)
E & T Auto-Machines Ltd (same)
Roscoe & Co Ltd (same)
Paul Ruinart (England) Ltd (to confirm reduction of capital)
British Woollen Cloth Manufacturing Co Ltd (to confirm reduction of capital—ordered on December 8th, 1930 to stand over generally—liberty to restore)
United Egyptian Salt Ltd (to confirm reduction of capital)
Ferguson Shiers & Co (Failsworth) Ltd (to confirm reduction of capital)
John K King & Sons Ltd (to confirm reduction of capital)
Whitwick Colliery Co Ltd (to confirm reduction of capital)
Anglo Foreign Newspapers Ltd (to confirm reduction of capital)
J Cameron Swan & Co Ltd (to confirm reduction of capital)
Telegraph Construction & Maintenance Co Ltd (to confirm reduction of capital)
West Central Engineering & Supply Co Ltd (to confirm reduction of capital)
Bryant & Langford Quarries Ltd (to confirm reduction of capital)
Victor Dryry & Sons Ltd (to confirm reduction of capital)
British Brass Fittings Ltd (to confirm reduction of capital)
Thomas Wolfe & Son (1907) Ltd (to confirm reduction of capital)
Rezende Mines Ltd (to confirm reduction of capital)
British Electric Transformer Co Ltd (to confirm reduction of capital)
Strakers & Love Ltd (to confirm reduction of capital)
Jennings Sons & Co Ltd (to sanction scheme of arrangement)
Dupont & Orttewell Ltd (to sanction scheme of arrangement)
Calcutta Tramways Co Ltd (to confirm alteration of objects)
Colchester Brewing Co Ltd (s 155)
Queen's Club Garden Estates Ltd (s 155)
Western Mansions Ltd (s 155)
Metallic Seamless Tube Co Ltd (s 155)
Chesterfield Tube Co Ltd (s 155)
British Italian Banking Corpn Ltd (s 155)
E W Rudd Ltd (to confirm re-organisation of capital)

Motions.

Trent Mining Co Ltd (ordered on July 31, 1931 to s.o. generally—liberty to restore—retained by Mr. Justice Maugham)
Braceborough Spa Ltd (ordered on March 21st, 1932 to s.o. until after Judgment of Mr. Justice Luxmoore in action)
International Navigation Co Ltd

Short Cause.

N C Syndicate (Lloyds Bank Ltd v N C Syndicate Ltd)

Adjourned Summonses.

City Equitable Fire Insce Co Ltd (appln of Liverpool and London and Globe Insce Co Ltd—ordered on April 8, 1930 to s.o. generally—liberty to restore—retained by Mr Justice Maugham)
Quarterly Dividends Ltd (appln of Liquidator—s.o. from March 21st, 1932 to October 17th, 1932)
Nigerian Power & Tin Fields Ltd (appln of E Cunningham—with witnesses—s.o. from July 11th, 1932 to October 24th, 1932—retained by Mr Justice Eve)
Warp Knitters Ltd (Appln of J W Jackson—ordered on June 17th, 1932 to s.o. generally)
Fur & Wool Trading Co Ltd (appln of B Krewer—with witnesses)
Indian & Colonial Supply Association Ltd (Appln of Liquidator—with witnesses)
George Harrison & Son Ltd (Appln of Liquidator—with witnesses)
Solidol Chemical (France) Ltd (Appln of joint Liquidators—with witnesses)
Henry G Lewis & Co Ltd (Appln of H G Lewis)
M I G Trust Ltd (Appln of Liquidator)
Orchorsol Sound Reproduction Ltd (Appln of T Froude—with witnesses)
South East Lancashire Insurance Co Ltd (Appln of Liquidator)
Henry G Lewis & Co Ltd (appln of North Glamorgan Wagon Co Ltd—with witnesses)
Same (appln of Glamorgan Wagon Co Ltd—with witnesses)
Associated Box Co Ltd (appln of Liquidator)
Holborough Cement Co Ltd (appln of R S MacGregor—with witnesses)
British Standard Cement Co Ltd (appln of Liquidator)
Thomas Billson & Sons Ltd (appln of Liquidator)

Mr. Justice LUXMOORE and Mr. Justice BENNETT.

Witness List. Part I.

Whittall v Administrator of German Property (s.o. for Attorney-General)
Chosidow v The Henry Trust Ltd
Smith v Smith
Re Gaze Gaze v Kendrick
Davis v Wright
Scott v Root
Attorney-General v Keith & Boyle (London) Ltd
Handcock & Dykes v The London & Home Counties Joint Electricity Authority
Davis v Tyack
Kemp v Flint
Seligmann v Public Trustee
Re Harrison Jehring & Co Re The Companies Act, 1929
Roberts v Lindner
Re Roberts Lindner v Roberts
Gurney v Snape
Re Cording Cording v Cording
Buckingham v Wensley
Eastwoods Ltd v The Dover Harbour Board
Andrews v Robinson (restored)
Piper v Piper
Whitnall v Barclay
Lavender v Colley
Film Industries Ltd v Radio Ads & Publicity Co
Morley v Shipstone
Wing v Shipstone
R & H Fletcher Ltd v Briscoe
Hulbert v United Dairies (London) Ltd
Leventhall v Rippon
Re Tatton's Settlement Public Trustee v Tatton
Drummond v Drummond
Joseph v Rose
Farrow v Orttewell
Re H A Francis Ltd Re The Companies Act, 1929
Re Webber Collins v Webber
Morrison's Trustee v Cornrich
Barnes v Barnes
Puxley v Clinch
Ross v Barclays Bank Ltd
Amalgamated London Properties Ltd v Silverstein
Brindle v Martin
Smith v Willmott
Salmon Ody Ltd v West
Palmer v Broom
Gottfried v T H Downing & Co Ltd
Re S Paul & Co's Trade Mark Re The Trade Marks Acts, 1905-1919
Sendell v Crabb
Quarterly Dividends Ltd v Gardner
Burnham-on-Sea Urban District Council v Channing
Williams v S W Adams Ltd
Alfred Dunhill Ltd v Hoffman & Beagleman
John Quality Ltd v Quality Stores Ltd
Sharpe v Nelson
Re United Cemeteries Ltd Cooper v The Company
Re Butler Butler v Butler
National Provincial Bank Ltd v Lukey
Cooper v Walker
Bothamley v Preston
Goodenough v Same
Meakin v The Spectator Ltd
Re Boothroyd Wilde v Marvin
Coles v Elliott (restored)
Dubnow v Edgar Hamilton Ltd
Attorney-General v Barrett Proprietaries Ltd
Kynaston v Attorney-General
Hill v Freeland & Passey
Bracey v Lane
Re Rowden Austin v Rowden
District Bank Ltd v Turner
Hancock v Yampolsky
Bartter v Gambrill
Franks v Franks
Head v Bishop
Portman Bldg Socy v Thornhill

RAILWAY AND CANAL COMMISSION.

List of Pending Applications.

In the Matter of the Mines (Working Facilities and Support) Act 1932 (Part I) and The Mining Industry Act, 1926 (Part II) and In the Matter of the Application of the Campbeltown Coal Co Ltd.
In the Matter of the Mines (Working Facilities and Support) Acts, 1923 to 1925 and The Mining Industry Act, 1926 (Part II) and In the Matter of the Application of the Shrubbery Colliery Co Ltd and John Woodall, Fred Dyson Sacker and Lewis Sacker.
In the Matter of the Mines (Working Facilities and Support) Act, 1923 and In the Matter of the Application of the United Collieries Ltd.
In the Matter of the Mines (Working Facilities and Support) Acts, 1923 to 1925 and The Mining Industry Act, 1926 and In the atter of the Dalmellington Iron Co Ltd (Applicants) against Mrs Charlotte Tilke McAdam of Craigengillan, Ayrshire.
In the Matter of the Railway and Canal Traffic Acts, 1854 and 1888 and The Railways Act, 1921 and In the Matter of the Application of The Association of Master Lightermen and Barge Owners (Port of London) (Appellants) against The Southern Railway Company (Respondents).
In the Matter of the Mines (Working Facilities and Support) Acts 1923 to 1925 and The Mining Industry Act, 1926 (Part II) and In the Matter of the Application of the Wombwell Main Co Ltd.
In the Matter of the Application of Joseph Stokes (Applt) against The London Midland and Scottish Railway Co (Respondents).

KING'S BENCH DIVISION.

CROWN PAPER—For Argument.

Brough v McGrady
Pyatt v Lloyd & anr
The King v W S Glynn & ors, Jj of Middlesex (exparte Bond)
Windridge v Ancient Order of Foresters Friendly Society and ors
The King v Commissioners for the Special Purposes of the Income Tax Acts (exparte Horner)
Packer v Clayton
The King v E J Wythes, Esq & ors, Jjs for Essex (exparte Churchill & anr)
Dawson v Winter
Taylor & ors v Butler
Shuttleworth v Leeds Greyhound Association Ltd & ors
The King v Assessment Committee of the Metropolitan Borough of Bethnal Green (exparte Malindine)
Jones v Thorlby
The King v Confirming Authority of Kingston-upon-Thames (exparte Scales)
Alexandra v Simmons & anr
Mayor &c Gillingham v Mayor &c Rochester
Marshall & ors v Mayor &c of Blackpool (restated)
Soutter & anr v Latham
The King v Assessment Committee for North Eastern Assessment Area of Surrey (exparte F W Woolworth & Co Ltd)
Weiss Biheller & Brooks Ltd v E C & A Ferguson
Rush v Southall-Norwood U.D.C.
R C Hammett Ltd v L.C.C.
Storey v Bird
Hall & Co Ltd v Assessment Committee for the South-Eastern Assessment Area of Surrey
A B Hemmings Ltd v Kirk
Denwood v Mayor &c of Whitehaven
Rollinson v Adams
Milner v Allen
Gooding v Benfleet U.D.C.
Brownswood v Hughes
Williams v Russell
The King v Traffic Com rs for Yorkshire Traffic Area (exparte Galley)
Mayor &c of Hove v Davis
The King v Minister of Transport (exparte Grey Coaches Ltd)

CIVIL PAPER—For Hearing.

Nuneaton Gas Coy v Maclaurin Fuel Oil & Gas Co Ltd
Wirral Estates Ltd v Ferryman (Woolwich County Court)
Same v Parfett (Woolwich County Court)
Thomas & Jones v Jones
Lawrence v Norris & Norris (Westminster County Court)
Arcos Ltd v London & Northern Trading Co Ltd
Stephens v Harris (Bristol County Court)
R E & J E Pritchard v Berger (Willesden County Court)
J Crosby & Co Ltd v Warshawski & anr (Mayor's and City of London Court)
Thornhill Sawmills & Joinery Co Ltd v Hammond & Barr Ltd
Donovan & anr v Union Cartage Co Ltd (Bow County Court)
Binson v H P Newman & Co (Halstead) Ltd
Piccadilly Hotel Ltd v Magasins du Louvre (Paris and London) Ltd (Mayor's and City of London Court)
Clarke v Rush (Rush, Clmt) (Brentford County Court)
Clarke v Rush (Rush, Clmt) (Brentford County Court)
Cunard & anr v Antifyre Ltd (Westminster County Court)
Yudt v Walles (Shoreditch County Court)
Ferguson v Harding (Woolwich County Court)
H S Whiteside & Co Ltd v L Gold & Son (Lambeth County Court)
H M Nowell Ltd v Lord Mayor &c of Kingston-upon-Hull
A C Machines Ltd v Davies (Leominster County Court)
Clinker v Nicholls (Southwark County Court)
Compstall U D C v Green & anr (Public Trustee & anr, 3rd Parties) (Hyde County Court)
Devereux v Carey (Mayor's and City of London Court)
Grundy v Hewson (Louth County Court)
Isaacs v Keltre (Ella A Lawson Clmt) (Windsor County Court)
Simpson v Charrington & Co Ltd (Lambeth County Court)
Salisbury & anr v Roberts (Llandudno County Court)
Karflex Ltd v Poole (Mayor's and City of London Court)
Ornstein & Masoff Ltd v Cotterill (Marylebone County Court)
Staff v de Caux & anr (Willesden County Court)
Burton & anr v Anderson (Westminster County Court)
Schalet v Joseph Nadler Ltd & anr (Westminster County Court)
Joseph Nadler Ltd v Schalet (by Counter-claim) (Westminster County Court)
Platts v Bamford (Bakewell County Court)
Capel v Sir Robert McAlpine & Sons (London) Ltd (Westminster County Court)
Salussolia v Radstone (Westminster County Court)
Chas E Bull Ltd v Skelton & anr (Wandsworth County Court)
Maclea v Essex Line Ltd (Mayor's and City of London Court)
Capon v Johnstone (Lambeth County Court)
Geo Robson & Co v Allen (Sheffield County Court)
Frayne v Worsley (Birkenhead County Court)
Stevensons (Tunbridge Wells) Ltd, pltffs and execution Creditors v Tyler (Marsha Clmt)
Black v Central London (Road Transport) Station Ltd (Clerkenwell County Court)
Drake v Pearlman (Shoreditch County Court)
Waller v James (Wandsworth County Court)
Trustees of the Housing Assocn for Officers' Families Regd v Maxwell-Heron (Marylebone County Court)
Wood v Kenworthy (Canterbury County Court)
Knott v London County Council (Southwark County Court)
British Clarion Co Ltd v Philip Turner Ltd (Westminster County Court)

Morgan v Barwick & ors (Rochester County Court)
Gindice v Mayor &c of Guildford (Guildford County Court)
Hall v Lassen (Bradford County Court)
Rosenfeld v Levine (Whitechapel County Court)
Thorndale & Wife v West & anr (Kingston County Court)
Reidy & ors v Walker & ors (West Brompton County Court)
Hall v Cripps & ors (Westminster County Court)
Dyke v Dyke (Westminster County Court)
Morris v Austin Veneer & Panel Co Ltd (Shoreditch County Court)
Prior v Fry (Clerkenwell County Court)
Harnett v Corvan (Brentford County Court)
Seal v West Yorkshire Road Car Co Ltd & anr (Leeds County Court)
Tidy & Wife v Battman (Chichester County Court)
Cecil Kay Ltd v Ravenscroft Motors Ltd (Birmingham County Court)
Dwyer & Company Ltd v Roberts (Cardiff County Court)
Croft Granite Brick & Concrete Co Ltd v George Wimpey & Co Ltd
Angell v Long (Cambridge County Court)
Phillips v Edwards Same (consolidated) v Homan
Quinlan v Avis (Kingston County Court)
Gaumont Co Ltd v Morris (Westminster County Court)
Berkhamsted & Dist Co-op Soc v Cox (Road Transport & General Insce Co Ltd, 3rd parties) (St. Albans County Court)
Cohen v Gasking (Birkenhead County Court)
Wadham v Sturgess (Newmarket County Court)
Dent Allcroft & Co Ltd Judgt Cdtr v Ross & Sons (Brighton) Ltd Judgt Dbtr (Cobley, Garnishee)
Same v Same
Webster v Garritt (Brentford County Court)
Johnson v Earley (Lambeth County Court)
Coke v Coke
Morgan v Barwick & ors (Rochester County Court)
Ody v Ody (Swindon County Court)
Wheeler v Anselmi & Wife (Lambeth County Court)
McGill v Hitchin & anr (Southend County Court)
Vaile Bros v H M Hobson Ltd (Lambeth County Court)
Hillet v United Dairies Ltd (Edmonton County Court)
Broom v Poigndestre (Bromley County Court)
Napier & anr v E D Winn & Co Ltd & ors (Mayor's and City of London Court)
Barton & anr v Blackburn & anr
Stark & anr v Little (Sunderland County Court)
Allen Fairhead & Sons Ltd v Solicitors' Law Stationery Soc Ltd (London County Court)
Carlton v Knight (Marylebone County Court)
Bourne v Litton (West London County Court)
Humphreys v H & J Raitz & anr (Croydon County Court)
Williams v Hollingsworth & anr
Charles Waterhouse & Co v Eagle Star & Brit Dominions Insce Co Ltd
Kelly v Buckley Bros Ltd (Greenwich County Court)
Rose v Barber (Huntingdon County Court)
Inge v Curling (Faversham County Court)
Power Petroleum (North) Ltd v Cleveland (Sunderland County Court)
Stacey v Gregory (Launceston County Court)
W Isaac & Sons Ltd v Parkhouse & ors (Barnstaple County Court)
White Sea Timber Trust Ltd v Behrman
Smith v Bullock

SPECIAL PAPER.

The Britain S.S. Co Ltd v Donugal of Charkoff
Keansburg Steamboat Co v Standard S.S. Owners Protection & Indemnity Assn Ltd
Simpson v Greyhound Racing Assn Ltd
St Quentin Shipping Co Ltd v Anglo-Soviet Shipping Co Ltd
Landes Bros v Arcos Ltd
Merchant Trading Co Ltd v White Sea Timber Trust Ltd

APPEAL UNDER THE NATIONAL HEALTH INSURANCE ACT, 1924.

In the matter of an Appeal by Alfred E Dodds re McManus

APPEALS AND ISSUES UNDER THE UNEMPLOYMENT INSURANCE ACT, 1920-1932.

In the matter of an appeal by W H Cowburn & Cowpar Ltd re Vernon Clarke
Same v Same re Elizabeth Clarke
Same v Same re Francis Clarke
Same v Same re Harry Noel Clarke
Same v Same re William Henry Bailey
Same v Same re Alfred Bailey

MOTIONS FOR JUDGMENT.

Hartmann & anr v Lanning
Sirventon v Lazard Bros & Co Ltd

REVENUE PAPER—Cases Stated.

T Haythornthwaite & Sons Ltd and T Kelly (H M Inspector of Taxes)
G W Selby Lowndes and The Commrs of Inland Revenue
Ludwig Neumann and Commrs of Inland Revenue
The Trustees of the Agnes Johnstone Trust Settlement and F J Chamberlain (H M Inspector of Taxes)
Major M J C S Johnstone and F R Chamberlain (H M Inspector of Taxes)
H Trenchard as Liquidator of The National United Laundries (Greater London) Ltd and H P Bennet (H M Inspector of Taxes)
Windsor Playhouse Ltd and H A Heyhoe (H M Inspector of Taxes)
The Bonar Law Memorial Trust and the Commrs of Inland Revenue
J D Langton & Passmore and F P Harris (H M Inspector of Taxes)
Executrces of Philip Weisberg, dec and Commrs of Inland Revenue
Lindus & Hortin and Commrs of Inland Revenue
E G V Clark and Commrs of Inland Revenue
E R Lewis and Commrs of Inland Revenue
Rose Smith & Co Ltd and Commrs of Inland Revenue
Commrs of Inland Revenue and Cadbury Brothers Ltd
J. Sinclar (H M Inspector of Taxes) and Cadbury Brothers Ltd Cadbury Brothers Ltd and J Sinclair (H M Inspector of Taxes)
Cadbury Brothers Ltd and J Sinclair (H M Inspector of Taxes) J Sinclair (H M Inspector of Taxes) and Cadbury Brothers Ltd
C Wales (H M Inspector of Taxes) and J R Torrance

PETITIONS UNDER THE FINANCE ACT, 1894.

In re Frederick David Sassoon, dec
In re Ronald Edward David Sassoon, dec

DEATH DUTIES—Showing Cases.

In the Matter of John William Atkinson, dec
In the Matter of George Eli North, dec
In the Matter of Annie Sharpe, dec
In the Matter of George Bone, dec

A UNIVERSAL APPEAL

TO LAWYERS: FOR A POSTCARD OR A GUINEA FOR A MODEL FORM OF BEQUEST TO THE HOSPITAL FOR EPILEPSY AND PARALYSIS, MAIDA VALE, W.9.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement Thursday, 20th October, 1932.

	Middle Price 12 Oct. 1932.	Flat Interest Yield.	†Approximate Yield with redemption
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	108¼	3 13 11	3 9 8
Consols 2½%	77	3 4 11	—
War Loan 5% Assented 1952 or after	101⅞	3 9 3	3 8 5
**War Loan 4½% 1925-45	102	—	—
Funding 4% Loan 1960-90	108¼	3 13 11	3 10 7
Victory 4% Loan (Available for Estate Duty at par) Average life 31 years	108¼	3 13 11	3 11 1
Conversion 5% Loan 1944-64	117	4 5 6	3 5 4
Conversion 4½% Loan 1940-44	112½	4 0 0	2 12 8
Conversion 3½% Loan 1961 or after	100¼	3 9 10	3 9 9
Local Loans 3% Stock 1912 or after	88¾	3 7 7	—
Bank Stock	341	3 10 4	—
India 4½% 1950-55	107	4 4 1	3 19 0
India 3½% 1931 or after	88	3 19 7	—
India 3% 1948 or after	76	3 18 11	—
Sudan 4½% 1939-73	106	4 4 11	3 9 1
Sudan 4% 1974 Redeemable in part after 1950	105xd	3 16 2	3 12 4
Transvaal Government 3% Guaranteed 1923-53 Average life 13 years	100xd	3 0 0	3 0 0
Colonial Securities.			
*Canada 3% 1938	100	3 0 0	3 0 0
*Cape of Good Hope 4% 1916-36	101	3 19 2	3 14 6
*Cape of Good Hope 3½% 1929-49	99	3 10 8	3 11 7
Ceylon 5% 1960-70	112	4 9 3	4 4 10
*Commonwealth of Australia 5% 1945-75	106	4 14 4	4 7 9
Gold Coast 4½% 1956	106	4 4 11	4 1 10
*Jamaica 4½% 1941-71	102	4 8 3	4 4 2
*Natal 4% 1937	101	3 19 2	3 15 1
*New South Wales 4½% 1935-45	101	4 9 1	4 1 6
*New South Wales 5% 1945-65	106	4 14 4	4 7 9
*New Zealand 4½% 1945	104	4 6 6	4 1 6
*New Zealand 5% 1946	108	4 12 7	4 3 9
Nigeria 5% 1950-60	112	4 9 3	4 0 2
*Queensland 5% 1940-60	104	4 16 2	4 7 10
*South Africa 5% 1945-75	110	4 10 11	4 0 0
*South Australia 5% 1945-75	106	4 14 4	4 7 9
*Tasmania 5% 1945-75	105	4 15 3	4 9 8
*Victoria 5% 1945-75	106	4 14 4	4 7 9
*West Australia 5% 1945-75	106	4 14 4	4 7 9
Corporation Stocks.			
Birmingham 3% 1947 or after	85½	3 10 2	—
*Birmingham 5% 1946-56	112	4 9 3	3 17 6
*Cardiff 5% 1945-65	109	4 11 9	4 1 10
Croydon 3% 1940-60	92	3 5 3	3 9 2
*Hastings 5% 1947-67	111½	4 9 8	3 18 4
Hull 3½% 1925-55	98	3 11 5	3 12 8
Liverpool 3½% Redeemable by agreement with holders or by purchase	98	3 11 5	—
London County 2½% Consolidated Stock after 1920 at option of Corporation	74	3 7 7	—
London County 3% Consolidated Stock after 1920 at option of Corporation	88	3 8 2	—
Manchester 3% 1941 or after	87	3 9 0	—
Metropolitan Water Board 3% "A" 1963-2003	87	3 9 0	3 10 0
Do. do. 3% "B" 1934-2003	88	3 8 2	3 9 1
*Middlesex C.C. 3½% 1927-47	99	3 10 8	3 11 10
Do. do. 4½% 1950-70	110xd	4 1 10	3 14 6
Nottingham 3% Irredeemable	85xd	3 10 7	—
*Stockton 5% 1946-66	112	4 9 3	3 17 6
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	101½	3 18 10	—
Gt. Western Rly. 5% Rent Charge	113	4 8 6	—
Gt. Western Rly. 5% Preference	73½	6 16 0	—
L. Mid. & Scot. Rly. 4% Debenture	95½	4 3 9	—
L. Mid. & Scot. Rly. 4% Guaranteed	77½	5 3 3	—
Southern Rly. 4% Debenture	96½	4 2 11	—
Southern Rly. 5% Guaranteed	102½	4 17 7	—
Southern Rly. 5% Preference	64½	7 15 0	—
‡L. & N.E. Rly. 4% Debenture	84	4 15 3	—
‡L. & N.E. Rly. 4% 1st Guaranteed	63½	6 6 0	—

*Not available to Trustees over par.

†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other stocks, as at the latest date.

‡These Stocks are no longer available for trustees, either as strict Trustee or Chancery Stocks, no dividend having been paid on the Company's Ordinary Stocks for the past year.

**To be repaid at par on 1st December, 1932.

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Report, Balance Sheet and full particulars from the Secretary, LEWIS H. BURTT,

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HOXTON, LONDON, N.1.

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President: WALTER SCOLES, Esq. *Treasurer:* W. F. URRY, Esq.

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By Order of Executors and Others.

INVESTMENTS, &c.

168, DRAYTON PARK, HIGHBURY.—Well-placed SHOP PROPERTY, let on 19 years' lease at £75 per annum ex. Term about 44 years. Ground rent £7 10s. per annum.—Solicitor, Mark Lemon, Esq., Barclay's Bank-chambers, Finsbury Park, N.4.

52, COLEBROOK-ROW, ISLINGTON.—FREEHOLD HOUSE, producing a gross income of £188 10s. per annum. In conjunction with E. A. Ward, Esq., 298, Upper-street, N.1.—Solicitor, F. E. Clifford, Esq., 36, Gt. James-street, W.C.1.

6, CLISSOLD PARK VILLAS, N.16.—CORNER RESIDENCE, let on statutory tenancy, and producing £53 4s. per annum ex. Term about 42 years. Ground rent £7 per annum. Solicitors, Messrs. Wood & Sons, 1, St. Andrew's-hill, E.C.4.

46, ALBION-STREET, ISLINGTON.—Compact HOUSE of seven rooms, scullery, &c. V.P. of whole except one room, let at 7s. 9½d. per week. Term 11¾ years. Ground rent £6 per annum. Estimated rental value £120 per annum.—Solicitors, Messrs. Howe & Rake, 22, Chancery-lane, W.C.2.

NOTICE OF AUCTION ON WEDNESDAY, DECEMBER 7th, AT MART, E.C.

By Order of the Public Trustee, Executor of Dr. Herbert Watney, Deceased.

A VALUABLE FREEHOLD ESTATE AT WANDSWORTH

comprising Ground Rents, Shops and Business Premises, Houses, Land, &c., let and producing a gross income of approximately

PER £3,000 ANNUM.

Solicitors, Messrs. Ranger, Burton & Frost, 179, Queen Victoria-street, Embankment, E.C.4.

WARMANS

Auction Offices: SPENCER HOUSE, HIGHBURY CORNER, N.1 (North 3401-2, &c), and 75, CROUCH-END-HILL, N.8. (Mountview 2651).

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'Phone: City 1296 (3 lines). 6, POULTRY, E.C.2. Telegrams: "Invariably, Stock, London."

PERIODICAL SALE No. 1197. REVERSIONS, POLICIES, GROUND RENTS, and LEASEHOLD, At the LONDON AUCTION MART, E.C.4, On THURSDAY next, 20th October, at 2.30, in lots.

ABSOLUTE REVERSION, lives 84 and 77, to moiety, of property at Chivelstone, S. Devon.—Solicitors, Messrs. Kenneth Brown, Baker, Baker, Essex House, Essex-street, Strand, W.C.2.

REVERSION life 49, to £11,000.—Solicitor, Bertie F. Browne, Esq., 12, Charges-street, Piccadilly, W.1.

ABSOLUTE REVERSION life 74, to £5,000.—Solicitors, Messrs. Lazarus, Son & Hart, 10, Queen-street, Mayfair, W.1

ABSOLUTE REVERSION life 53, to 1-5th of £5,300 Australian Consd. 4 per cent. Stock.—Solicitors, Messrs. Gordon, Dadds & Co., 11 and 12, St. James's-place, S.W.1.

ABSOLUTE REVERSION, life 58, to about £2,150.—Solicitors, Messrs. Lawrence, Graham & Co., 6, New-square, Lincoln's Inn, W.C.2.

ABSOLUTE REVERSION, life 75, to £7,500.—Solicitor, G. S. P. Haynes, Esq., 9, New-square, Lincoln's Inn, W.C.2.

POLICIES OF ASSURANCE.

£5,650.—National Mutual Life Assce. Soc. Life 76 premium £154 7s. 6d.

£2,150.—Yorkshire Insurance Co. Ltd. Life 65, premiums £70 4s. 9d., bonuses £464 5s.

£1,200.—London and Scottish Assce. Corpn. Ltd. Fully paid, same life.

FREEHOLD GROUND RENTS £45 10s. p.a., secured upon Nos. 60, 62 and 64, Deodar-road, and 1-7 (odd), Florian-road, Putney.—Solicitors, Messrs. Parson, Lee and Co., 24, Lime-street, E.C.3.

No. 13, FOREIGN-STREET, CAMBERWELL.—Lease 32¼ years. Ground rent £4. Let at £1 p.w.—Solicitors, Messrs. Durrant, Cooper & Hambling, 70-71, Gracechurch-street, E.C.3.

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